Abstract of
Title
& Sales Record
Ex Mission San Jose
lands

THURSDAY
18
20
22
24
26
28
FRIDAY
18
20
22
24
26
28

Zenas Coffin,

No. 460	160 acres	
" 423	160 "	
" 509	160	480 acres

Lorinda Haskell,

No. 55	320 "	320 "

Jesse Beard

No. 576	160 "	
" 575	160 "	
" 634	160 "	
" 639	160 "	640 "

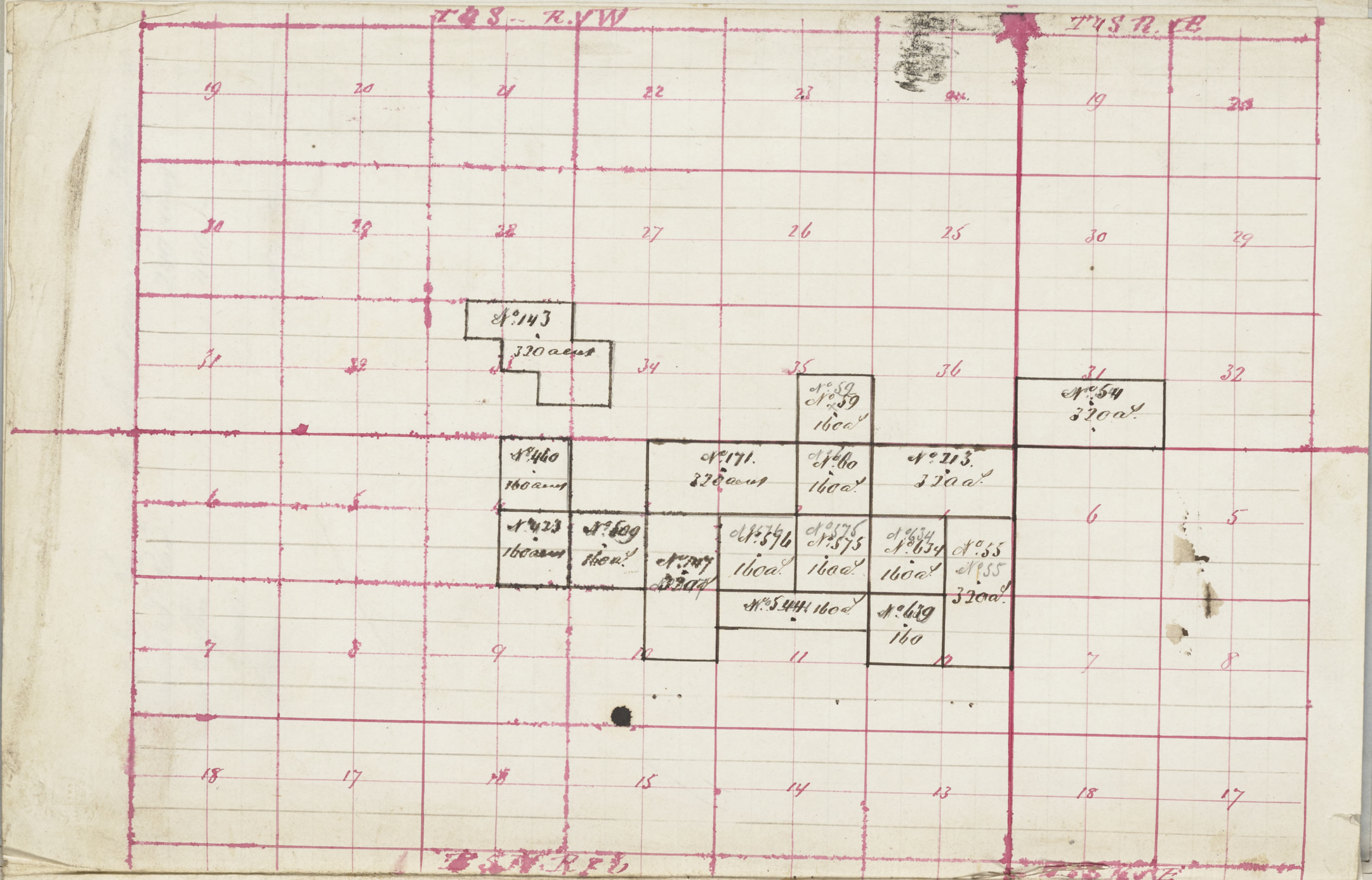
Louisa Collins

No. 43	320 "	320 "

Henry G. Ellsworth

No. 59	160	
" 54	320	
" 171	320	
" 60	160	
" 213	320	
" 147	320	
" 544	160	1760

3520 acres.


T 4 S. - R. 4 W
T 4 S R. 3 E
19
20
21
22
23
24
19
20
30
29
28
27
26
25
30
29
N°143
320 acres
31
32
34
35
36
31
32
N°59
N°59
160 a.
N°54
320 a.
N°460
160 acres
N°171.
320 acres
N°60
160 a.
N°213.
320 a.
6
5
6
5
N°423
160 acres
N°509
160 a.
N°747
320 a.
N°576
160 a.
N°575
N°575
160 a.
N°634
N°634
160 a.
N°55
N°55
320 a.
N°544 160 a.
N°639
160
7
8
9
10
11
12
7
8
18
17
16
15
14
13
18
17
T 5 N. R. 4 W.
T 5 N. R. 3 E.

Conveyances by Payerque &c. without concurrence of Pueblo,

To. Francis T. Rice . . . . . 240 acres.

" Enos Coffin . . . . . 400 "

" A. D. Crane . . . . . .

" T. P. Crane . . . . . 160.20 "

Interest of Alvarado conveyed previous to mortgage and conveyance by Horner.

To James Hawley	4 acres.
To I. I. Vallejo & Jas. Hawley	70 "
To Jesse Beard	340 "
To Do.	20 "
To Do.	200 "
To I. M. Horner	248½ "
To G. T. Kerr	22½ "
Do.	240 "
To Samuel B. Martin	40 "
To C. D. Strode, say	3,500 "

Fi
2 Ar
4 Al
5 Ba
5 In

Horne
"
"

Bran
"

Less

Commencing on Bayerque &c. with concurrence of

Pico Alvarado	To Baskam ⅕ of 100	20 %	acres
Alvarado	" Beard Horner & Smyley ½ of 4/5	40.	"
Baskam	" Beard Horner	20.	"
Smyley	" Horner	13⅓	"

Pico's interest half of 100 – 50 %
less conveyed to Baskam ⅕ 10 40.

Horner has ½ of 40/100	13⅓		
Jno Smyley ½ "	13⅓		
" Baskam ½ of 20/100	10.	36.66	
Beard has ½ of 40/100	13⅓		
Jno Baskam ½ of 20/100	10	23.34	
		100. –	

Pico	40	~~43.26~~
Horner	36.66	30.55
less 15 % – see Pico 50.	~~2.93~~	~~33.93~~
Beard	23.34	21.48
less 15 %	~~3.89~~	19.45
	19.45	19.45

35 acres

26.55
26.32
13.66
23.34

Conveyances by Bayerque &c. with concurrence of Pres:-

	George de. Walters	112.50 acres
	Do. Bucknell	200 "
(not delivered)	Chas. C. Breyfogle	200 "
	Gardiner Gould	46.34 "
	Joseph Nassham	269.25 "
	John Thiefall	160. "
	William Thiefall	72.40 "
	Joseph Nichols	21.92
(not delivered)	John Wilson	103.66
	Crayton Winton	346.50
	Do.	395. "
	Robert Rice	164. "
	Otho Morgan	160. "
(not delivered)	Bacon	103.66
	H. G. Ellsworth	765.50
	Do.	457.50
	Earl Marshall	248.50
	Do.	354. "
	R. S. Horner	160. "
	Edward P. Folger	259 "
	Chas. W. Rand	502.38
	I. N. Mayhew	1500. "
	Crayton Winton & Ellsworth, say	3.800. "
(not delivered)	John Valpy	46.34
	Jesse Board	534. "
	George De Luce	67.10
	Reuben T. Clements	4 "
		11.053.55 acres

W. Rizer	80
J. B. Leland	160
McKaus	100.
Walter	320
B. S. Marston	160
W. Day	80
W. Ryan	100
Emerson	100
W. Turner	160
Perry	178.
Proctor	
Richard &	160
Rayin	160
Wilson	100
J. J. Marston	147
	2002

W. Harris 103.

Abstract of Title.

"Ex-Mission of San José."
in the County of Alameda, State of California.

Pio Pico
to
Andres Pico &
Juan B. Alvarado.

Governor &c. of the Department of the Californias, by virtue of instructions from the Supreme Government of Mexico, conferring extraordinary powers, in view of war with the U. S. dated March 10. 1846; and also, further instructions of the Departamental Assembly of California, dated April 13, 1846 — sells by a decree or act of sale, executed on common paper, there being no stamped paper at the city of Los Angeles.

"All the Mission or Establishment of San José" (in Alameda, late Santa Clara County,) "bounded on the south, by the Rancho of Fulgencio Higuera, on the west by the Bay of San Francisco, the Rancho of Tomas Pacheco, and the Rancho of Augustin Alviso; on the north, by the Rio Alameda and the Rancho of Antonio Suñol, and on the east by the Coast Range of Mountains and the Rancho of Mariano Higuera, and containing 30,000 acres, more or less." [actual admeasurement by the U. S. Survey — 24,918 70/100 acres.]

The Curate's house &c. is excepted in this instrument.
Consideration expressed, $12,000. —
Date May 5, 1846.
Recorded in Santa Clara, July 19, 1850.
Liber A. Deeds, page 224.

Pio Pico, under same date, May 5, 1846, announces the sale by an instrument of writing, to "the President of the Missions of the North."

Case 110.

in the Archives of the U. S. Land Commission (now in the custody of the U. S. Surveyor General for the State of California) comprises all the documents, papers, pleadings and proofs in the matter of the claim to the Ex-Mission lands, together with the final decree of confirmation. (Comm^r. Felch dissenting.)

to
Pico, Alvarado,
Beard & Storner.

The lands are described in said decree

as follows:

"The Mission of San José in the County of Santa Clara, (now Alameda,) bounded on the west by the Bay of San Francisco, on the north west and north by the Sanjon de Alviso and the Arroyo de Alameda, dividing said lands from those of Alviso and Pacheco. and Jesus Vallejo, on the east by the Sierra or range of mountains and the lands of Antonio Suñol, and on the south by the Arroyo de Agua Caliente dividing said tract from the lands of Fulgencio Higuera, excepting the Curate's house consisting of six rooms, with the ground thereto belonging or assigned, as excepted in the original grant, the churches, cemetries, gardens, orchards, and other appurtenances, as held and occupied by the former Mission of San José, and reserved from alienation by order of the Mexican Government, dated Nov. 14, 1845, and confirmed to Joseph S. Alemany for the use and benefit of the Catholic Church."

see case 669.

The Padre Real. to John B. Steinberger.	presiding minister and Syndic of the Mission of San José – Lease of the above excepted lands for a term of five years. July 17, 1849.
to E. L. Beard & H. T. Smith.	
to E. L. Beard.	sub-Lease of the same, 23 July, 1849. Sells his, Smith's interest in same, Oct. 13, 1849 (a suit grew out of this transaction, but was compromised without going to trial.)

Andres Pico. & Juan B. Alvarado. to Wm. R. Basham.	(by the Padre Real his representative) execute separate powers of attorney for the general control, leasing, selling and conveyance of real estate, &c. &c. Dated July 8, 1850.

Basham's powers above mentioned are recorded in Santa Clara County – July 9, 1850 – Book A. Deeds pp. 184, 185, and they contain a contract of sale of one-fifth of the Ex-Mission lands to him, in consideration of

his services as Attorney in fact. Alvarado's power specially relates to the sale of the "undivided half of the Mission Lands."

Andres Pico to Wm. R. Basham	Confirmation of the foregoing act of the Padre Real, Aug. 16, 1850. recorded Santa Clara County, Book A. Deeds, pp. 391, 392. These instruments are in Spanish, and acknowledged before the County Judge, without seal.

Subsequently, as will appear by this Abstract, both Pico and Alvarado gave deeds to Basham for one fifth of the lands as stipulated in the power of attorney.

Andres Pico Juan B. Alvarado, to James M. Jones & John B. Weller.	for himself and in the name of executes a contract of sale of an undivided one fifth part of the Mission lands, in consideration of professional services to be rendered, March 13, 1850. Recorded, Sta Clara County, A. Deeds, pp. 161. 162.

This contract never was completed, and Pico always claimed that it was null and void, and no deeds were ever executed by him or Alvarado, as far as I can find. (Hughes.)

James M. Jones, John B. Weller. to Elias L. Beard, John M. Horner & George B. Tingley.	for himself, and as attorney in fact for quitclaimed, for the consideration of $12,000. "the undivided one fifth," of the Mission lands last above mentioned. July 17, 1850.

This deed is executed by "J. M. Jones, Attorney for John B. Weller."
Recorded Sta Clara County, Book A. Deeds, p. 226.

No power of Attorney from Weller to Jones is of record — and the title of Jones and Weller to the one fifth of the lands, &c. was "inchoate" at the best, as no deed was ever recorded from Pico and Alvarado to them, and Pico always claimed that the contract (see ante) was void by reason of the non fulfilment

of the conditions on the part of Jones and Weller.

Juan B. Alvarado, to Beard, Horner & Tingley. } by W. R. Basham, his att'y in fact, executes a contract of conveyance, (being a bond in the penal sum of $50,000.) of "an undivided half, more or less" of the Mission lands, dated July 17, Recorded Santa Clara County, July 19, 1850. A. Deeds, p. 227.

Juan B. Alvarado to B. H. and T. } conveyance in pursuance of above dated Nov. 8, 1853, recorded in Alameda County, Dec. 16, 1853, Liber B. Deeds, p. 33.

Description as follows: "The one equal undivided half of the following property, real and personal, lying in Alameda, (formerly Santa Clara) County, State of California, to wit; The Establishment or Mission of San José, with the moveables and other things existing therein, real and personal, or in any wise thereto appertaining, excepting thereout the vineyard called "Cayetano," and the width of the water privileges to the mountains in the rear, so as to include the water privileges now belonging to the same: also the piece of land now owned by Don José J. Vallejo, with house, and garden enclosed by an adobe wall, as separate from his dwelling".

Consideration $27,500.

(This deed, although purporting on its face to convey "one equal undivided half" of the Mission lands, conveyed only the undivided half of three fifths, as two fifths were already subject to the contracts of conveyance to Basham and Weller & Jones, (see ante). The piece of land &c. last above described, owned by Don J. J. Vallejo was conveyed by

Pico, Horner, Beard & Tingley to J. J. Vallejo. } (85 yards X 100 yards.) by deed dated Sept. 17, 1850, and recorded, without certificate of acknowledgement, in Alameda County, Nov. 19, 1853, Book A. Deeds p. 12. (see page 9—)

Wm. R. Basham to Horner, Beard & Tingley. } in consideration of $16,000. executes Memr. of Agreement to convey "one fifth more or less" of the Mission lands, (the vineyard of Cayetano, &c. as in Alvarado's deed, being excepted) Dated 17 July, recorded 19 July, 1850, in Santa Clara County, without certificate of acknowledgement. Book A. Deeds, p. 228.

Andres Pico to Wm. R. Basham. } in consideration of services as Attd. &c. quit-claims his right, &c. to an undivided one fifth of the Mission lands, excepting the Mission buildings and vineyard, &c. (see contract and power of Attorney (page 3) extending at least 200 varas from the nearest buildings, and also excepting share heretofore conditionally transferred to James M. Jones (and Weller) which transfer Pico claims, in this instrument, is void.
Dated Jan. 30. Recorded May 30, 1853. F. Deeds. p. 154, Santa Clara County.

Wm. R. Basham to Beard & Horner. } (as per contract above) grants and conveys all his right, title and interest to "one fifth" of the Mission lands. dated Sept. 23. — recorded Dec. 19, 1853. Alameda County. Book of Deeds. B. p. 32.

Geo. B. Tingley to John M. Horner. } for the consideration of $5000. conveys all his right, title and interest in the Mission March 4, 1851. Recorded, Santa Clara Co. C. Deeds, p. 355: Alameda Co. June 8, 1853. A. Deeds, p. 29.

Jeremiah Fallon to E. L. Beard. } for $5,000. to be paid in instalments, running from 30 days to 18 months, sells, assigns and transfers certain buildings appertaining to the Mission: First, a Building, ground and chattels, 150 x 50 feet, on south side, on end of store-room, occupied by N. C. Smith; Second, a building &c. at south end of

the large porch in front of the Mission, and immediately north of said store-room; two other buildings, &c. being part of the principal front of the Mission occupied by Grantor; one large, walled Corral on the west side of the Mission Buildings, with the buildings thereto appertaining, saving the right of an Indian, named John, to one of the rooms appertaining to said corral.

Dated Nov. 28, 1849. Recorded in Santa Clara Co. without acknowledgement, Oct. 9, 1850.
Book A. Deeds, p. 87.

(Fallon's title to the above does not appear.)

C. T. Ryland to E. L. Beard } for $762. (the amount of a certain payment to be made by Arenas, (see below) grants and quit-claims "all the grantor's right, title and interest in an orchard and vineyard lying near the Mission of San José, owned jointly by the said grantor and Andres Pico, and formerly owned or claimed by T. O. Larkin.

Dated, July 15, 1850. Recorded, Santa Clara County, July 18, 1850. Book A. Deeds, p. 164.

Luis Arenas to C. T. Ryland } Executes a Deed of Trust for certain purposes, therein expressed, with power to sell and convey, at public auction, in case of default in the payment of $762. on the 1st July, 1850, of all the grantor's interest in the before mentioned orchard and vineyard.

Dated, April 6, 1850, Recorded Sta Clara Co. Book A. Deeds, p. 13.

The interest is more fully described in the deed from Ryland to Beard, as "an undivided one third of said orchard &c, — bounded on the west by the church and road to San Joaquin valley, on the north by the Mission, and on the east and south by vacant lands, containing 25 acres more or less, and as the Mission orchard and vineyard. &c"

(How Arenas acquired this interest does not appear.)

(Hughes)

(Grant by Pio Pico to Juan Castanegla, Benito Diaz and Luis Arenas.)

A. A. Broder, Shff. to J. C. Palmer, & Edwd Jones. } sells, under execution out of the 4th District Court, all Beard's interest in the Mission lands (on the 16 June; on the 10 July, 1854)
Deed dated Jany 22, 1855. Consideration $800.-
Recorded Feb. 10, 1855, Alameda Co. Book D. Deeds p. 61.-

A. A. Broder, Shff. to J. C. Palmer & Edwd Jones. } Under decree of foreclosure (3^d District Court, May 24, 1855,) on 8 Oct. 1855, all of Horner's interest in the Mission lands, except about 1,000 acres already sold or mortgaged. Deed dated 16 April, 1856. Recorded April 21, 1856, in Alameda County, Book E. Deeds, p. 252.
(The Welsh mortgage, under which this sale was made, calls for "an undivided half.")

J. C. Palmer to J. B. Bayerque. } April 21, 1856. E.- Deeds, p. 278-9
Jos. C. Palmer, Ch^s. N. Cook by Edwd Jones, Geo. Wright by Jos. C. Palmer, Edwd Jones for $100,000. Establishment of Mission San José, situated 12 miles from town of San José, bounded on north by Alameda Creek, on west by the Bay and Alviso's lands, south by ranchs of Higuera, east by Sierra or mountains.
with warranty as against grantors.

J. C. Palmer to Edward Field. } for $1. consideration conveys "the Ex-Mission of San José" June 22, 1857. Recorded ~~23~~ 23 June, 1857, Alameda Co. Book F. Deeds, p. 80.
Ex-Mission of San José, bounded south by Higuera, west by the Bay and Pacheco and Alviso, north by Rio Alameda and Suñol, east by mountains and Mar^l Higuera.
Warranty against grantors.

P. E. Edmonson, Shff. to Julius B. Bayerque. (?) } sells under Decree of Foreclosure. June. 1858.

Feb. 18, 1859. Order of Sale. April 27, 1858. Judg^t. $73,532.92
Purchase money $1,000. H. Deeds p. 698-9.

Conveyances made by Beard et als. affecting the Mission Lands, prior to the acquisition of the title by Palmer and Jones.

4 acres — Beard, Horner, Pico, & Tingley to James Hawley. } Bond to convey 200 x 100 yards in the town of ~~Alvarado~~ Alameda, being about 4 acres of the intended Mission lands. Sept. 17. 21. 1850. Sta Clara County — A. Deeds. p. 390.

Supposed description of above 4 acres.
James Hawley to Jane M. Beard, wife of Elias L. Beard, } July 26, 1853.

Near Mission of San José, commencing on E. line of public highway passing through Mission, 60 feet northerly of adobe wall enclosing vineyard, thence northerly along said street or road 200 yards, thence easterly parallel with said adobe wall 97 6/10 yds, thence at right angles to said last mentioned line 200 yards, and thence westerly to place of beginning, containing 4 acres.

Beard, Horner & Tingley to John B. Weller & J. M. Jones. } execute a conveyance, with a defeasance, to secure $12,000., of "an undivided half of lands, buildings &c. adjoining the Mission", bounded as follows: situate 12 miles from the town of San José, and bounded on the north by the Alameda Creek, on the west by the Bay and Alviso's lands, on the south by the Rancho of Sr. Higuera, (written Ygnacio on the record,) and on the east by the Sierra or mountains.

(In the defeasance the name of Jones is, by a clerical error, substituted for that of Horner.)

July 17. 19. 1850, Santa Clara Co. Book A. Deeds p. 265.
The defeasance, dated same day, is in Book A. Deeds p. 226. See

page 3 of this book.

70 acres.

E. L. Beard, J. M. Horner & Andres Pico, to J. J. Vallejo & James Hawley. — for $2500. convey a parcel of land within the Mission limits, commencing at the north end of the upper dam of the Mission Creek, east from the road, running from that point along the boundary of the creek to the corner of the four acre lot purchased by Hawley, thence along the north line until it intersects the main road, thence along said road in a northerly direction on the east side of the road until it arrives at a point directly opposite to the end of a log crossing the brook, which log is a part of an old bridge, running from the pass into the mountains to the San Joaquin Valley, thence up said brook until it reaches a point that by running a direct line to the place of beginning, the boundaries will contain 70 acres, more or less.

This is a Warranty Deed, but Pico's name intended to be executed by Basham, his att.y, is not executed at all.

July 18. 19, 1850. Sta Clara Co; Book B. Deeds, p. 378.

X

Horner, Beard & Tingley to Juan B. Alvarado. — for $1,500. quit claim the vineyard "Cayetano," (heretofore conveyed by Alvarado to Basham.) Deed dated Dec. 24, 1850. acknowledged Dec. 24, 1850, and recorded Dec. 23, 1850, (or two days before its execution,) in Santa Clara Co. Book B. Deeds, p. 247.

Pico, Horner, Beard & Tingley, to José J. Vallejo. — for $2,000. convey their interest in a lot containing 100 x 85 yards of the Mission lands. Sept. 17, 1850. recorded without acknowledgement Nov. 19, 1853, in Alameda Co. B. — Deeds, p. 12.

(see page 4.)

Conveyances by Beard only, affecting Mission lands.

E. L. Beard to Jesse Beard. — In consideration of $10,000. conveys all his right, &c. &c. to parcel of land. "Commencing where the road from the Mission of San José to Union City intersects the road from Stockton to

San José, and thence running along said Union City road west to the line of fence between the lands of said E. L. Beard and J. M. Horner, thence north along said line to the deep gulch or arroyo formed by the Mission Creek, thence up said arroyo eastwardly to the said road leading from Stockton to San José, and along said road southerly to the place of beginning; excepting Vallejo's house and
340 acres the Mission Hotel, and containing about 340 acres.

Also, the Mission vineyards and lands appertaining &c. as enclosed with the walls, &c.

20 acres. Also, the field lying east and between said vineyard and the mountains as enclosed by a post and wire fence containing 20 acres, more or less.

Also, a tract of land commencing at a point on the north side of the road leading from the Mission of San José to Union City at a stake at the southeast corner of 441 acres of land, bought by Horner of Jones and Brode, and running thence along the south line of said land about one mile northerly to the Alameda Creek, thence
200 acres. up said creek entirely so far that a line drawn thence parallel to
p. 73 said Horner's south line to the said track, and thence along said
Brodie road west to point of beginning, containing about 200 acres.?

July 23. 25, & recorded Oct. 31, 1853.
Alameda Co. Book A. Deeds, p. 526.
acknowledged before County Judge. without seal.

E. L. Beard to J. M. Horner. } In consideration of $12,000. conveys tract commencing at the junction of an artificial ditch and Mission Creek, near the homestead of J. M. Horner; thence running north following the line of survey between the land claimed by J. J. Vallejo and J. M. Horner to the centre of the new County road between Horner's and Smith's lands, thence angling to the left in a westerly line, following the said survey until it strikes the dividing line between Horner's and Farnham's lands, thence following division line southerly until it strikes the abovementioned survey, thence up said survey east to place of beginning, being the east half of
248½ acres lands purchased of an Indian by one Reed, about 248½ acres.

Feb. 2. 4, recorded Feb. 7, 1854, Alameda Co. Book B. Deeds, p. 203.

(This deed is dated 1804.)?

Lease by E. L. Beard.

E. L. Beard to John Slewelling } Leases a tract of land from 40 to 70 acres, to be cultivated as nursery, lessor sharing profit and loss. Tract located on the 300 acres tract conveyed to Jesse Beard. April 1, 1853.

Recorded, Alameda Co. Nov. 27, 1854, Book C. p. 540.

Beard's Conveyances, continued.

Mortgages.

E. L. Beard to E. T. Crain. } Consideration $8,000. interest 3% per month, mortgages 15 acres of the Mission lands, comprising the buildings, garden &c. (with power to sell on four weeks notice, and to convey in fee-simple with Warranty.)

No term limited for payment.

April 6, 1853. Ackn^d April 29. Recorded Sta Clara Co. April 29, 1853, B. Deeds p. 14. Recorded, Alameda Co. June 6, 1853, vol. 1 Mortgages, p. 5.

E. L. Beard to Geo. T. Steer. } Consideration $11,000. at 3% per month for 8 months, mortgages "an undivided one fourth of about 300 acres of the Mission lands (and other lands) the Mission tract being thus described, to wit: "lying immediately south of and adjoining the vineyard called San Cayetano, near the Mission of San José, enclosed by a post, rail and wire fence, containing about 90 acres" — 22½ acres

second — Commencing at intersection of the roads from the Mission to Union City and from San José (town) to Stockton, at the Mission of San José, thence running west along the south side of first mentioned road to its intersection with the artificial ditch near the old burying ground, in a southerly direction along said ditch to a post and wire fence, thence along said fence easterly to the west side of said road from the town of San José to Stockton, thence along west side of said road northerly to place of beginning, containing about 240 acres." 240 acres.

March 18.22. 1854, Alameda Co. Book 1, Mortgages, p 150.

Judgment Feb. 19/53. Decree of foreclosure and order of sale — Premises sold — purchased by Mortgagee, and deed given.

E. L. Beard to Saml. B. Martin } Consideration $7,448. at 4% one day after date, note dated March 1, 1854 — mortgages growing crops, and "an undivided 1/4 of about 160 acres of the Mission lands — "Commencing at the creek which is the boundary of the Alviso and Pacheco Ranchos and the Mission tract, at a point 40 rods north of the house of W. Hawthorne, thence running east 160 rods, thence parallel with meanderings of the creek in a southerly direction 160 rods, thence westerly to said creek about 160 rods, thence northerly along said creek 160 rods."

Mortgage dated April 18, recorded May 24, 1854.
Alameda Co. Book 1, Mortgages, p. 238.

E. L. Beard to Chas. Wood. } Note, Oct. 6, 1853, $25,000. at 5% (for 60 days) mortgages "all his interest in the Mission lands being about an undivided 1/5, except 40 acres purchased by Hawley: 70 acres lying off the Frenchman's vineyard, two pasture fields containing about 200 acres adjoining the Mission, and 80 acres cultivated by Hawthorne."

Dated Oct. 12, 1853, recorded Sta Clara Co. Oct. 29, 1853, B. Mortgages, p. 108. Recorded Alameda Co. Aug. 9, 1854, 1. Mortgages, p. 381.

E. L. Beard to S. M. Horner. } To secure performance of condition of a bond in the penal sum of $49,412. recorded 1. Miscellaneous Records, Alameda Co. p. 41, and Sta Clara Co. G. deeds, p 526; mortgages property in both counties, (and in County of San Francisco,) including Mission of San José, May 31, July 10, 1854.

Recorded, Alameda Co. 1. Mortgages, p. 333.
(Acknowledged before County Judge, without seal.)

Mortgages of J. M. Horner.

J. M. Horner to C. B. Strode. } Consideration $100,000. at 1% per month, $50,000. – payable in 10 or 20 months, (at option of Mortgagor) from 1 May, 1854, and $50,000. in 10 or 20 years from 1 April, 1854. conveys his undivided

say 3500 acres interest, (being about one half) in 7,000 acres of the Mission lands, (and other property,) Sept. 7, 1853. ackn^d and recorded, Alameda Co., Oct. 25, 1853, Vol 1. (A.) of Mortgages, p. 73. – San Francisco Co. Nov. 29, 1853, 14. Mortgages, p. 73 – Santa Clara Co. Dec. 7, 1853.

In judgment al^s J. K. Rose, Trustee &c. Aug. 21, 1855, $124,214. 86 and the "Mission lands" sold under decree to J. K. Rose, Trustee, March 10, 1856, purchase money $3,000. –

A. H. Broder, Sheriff.
to
Julius K. Rose, Trustee for V. P. Strode,
John Thompson, &
William Smith. } Nov. 12, 1856. E. Deeds, 726, 7, 8.

by order of sale from 3^d District Court, in action,
Rose, Trustee, &c.
v.s.
John M. Horner,
John Thompson,
Joseph C. Palmer,
Edward Jones,
William F. Wallace
and Marcel Carrère.

John Thompson 9/18
Wm. Strode 8/18
Wm. Smith 1/18
1. –

Judgment $128,914. 71
Purchase money $3,000.

right, title and interest of John M. Horner in

in Alameda not Alameda County

First. That tract situated in Township of Washington, County of Alameda, bounded on the north by the Union City road, on the west by an artificial ditch, on the south and east by a wire fence, comprising 1200 acres more or less.

Second. Bounded on the north by Union City road, on the west by post and wire fence, on the south by Bay of San Francisco, comprising 9,000 acres, more or less. excepting 1000 acres heretofore sold, being the property heretofore purchased by Horner from Juan B. Alvarado, Basham, Weller and Jones.

Third. On the south by the Union City road, on the east by post and rail fence or the claim of Flint, Peabody & Co., on the east by the

John Peabody's claim is only a squatter claim & lease from Beard & Horner

claim of E. Marshall and Cheny, on the west by the public road, containing about 450 acres, more or less, purchased from said Alvarado, Basham, Weller and Jones.

J. M. Horner to Aristides Welsh, } Consideration $14,773.86, at 3% per month for 4 months, conveys "all his right, title and interest in and to an undivided half of the tract known as the Ex-Mission of San José, bounded on the north by the Rancho of Fulgencio Higuera, west by the Bay of San Francisco and Ranchos of Tomas Pacheco and Agustin Alviso, and the Rancho of Antonio Suñol, and on the east by the Coast Range of mountains and the Rancho of Mariano Higuera, supposed to contain about 30,000 acres; excepting the fields mortgaged to Strode, and piece of land bounded on the south by Union City Road, west by land occupied by Flint, Peabody & Co., J. C. Woods and late Mrs Farnham, north by new county road, and east by lands occupied by J. J. Vallejo & E. L. Beard, containing about 1,000 acres, more or less.

(Can find no conveyances to Flint, Peabody & Co. or J. C. Woods)

June 22, 28, 1854. Alameda Co., Book A. 1 Mortgages, p 319

This instrument was drawn for the wife of Mortgagor to execute, but her name was erased prior to execution.

In judgment. May 24, 1855 sold to Palmer, Cook & Co.

for deed see p. 7 of this book.

J. M. Horner to C. S. Eigenbrodt } Consideration $19,948.70, at 3% pr month, one day's date, conveys his interest in the "Mission lands", Oct. 24, 30, 1854. Alameda Co., Book A. 1 of Mortg.s p. 500.

J. M. Horner to Lemuel P. Gates } Consideration, $2,500. at 3% pr mo. for one year, conveys his interest in 140 acres of the "Mission lands," bounded on the south by Union city and Mission road, east by J. C. Woods land, north by Marshall's lands, ~~and~~ ~~artificial ditch~~, ~~west by post and wire fence dividing tract from Brannan's lands~~. and west by Horner's homestead.

Date Oct. 24, recorded Nov. 25, 1854. Alameda Co.

Book A. 1 Mortg.s p. 546

J. M. & W. Y. Horner to H. Vandeber. } Consideration $1180. Note dated May 22, 1854, for 6 months, at 3% pr month. conveys interest in 160 acres, Mission lands, bounded on the south by Union City and Mission road, east by Gates' land, north by Cheney's land and artificial ditch, west by post and wire fence dividing tract from Granman's lands.

Dated Nov. 23, 1853, six months ahead of the note.

Recorded, Alameda Co. Nov. 27, 1853, Book A. 1, Mortg.s p. 549.

Instruments affecting the Mission lands, recorded by Beard and Horner.
subsequent to April, 1856.

Horner & Beard to Breyfogle & Henion. } Lease, dated July 10, 1852, of 240 acres, with contract of sale, on confirmation of title, at $15. per acre, signed by Horner & Breyfogle only.

Recorded, Alameda Co. Oct. 25, 1856. Miscellaneous, p. 86.

Horner & Beard to Chas. C. Breyfogle & Daniel D. Henion. } Lease and Agreement. July 10, 1852.

Whereas Horner & Beard claim Mission tract by purchase from Alvarado and others. and

Whereas they have had the same surveyed according to lines of the U. S. surveys, and have enclosed a considerable portion thereof with post and wire fence, and

Whereas Breyfogle and Henion are now in possession of a portion within said enclosure (part of Section 17,) beginning a Section marked ___ thence southerly along Union City road on section line to farm of Coombs, 120 rods, at right angles with said line towards the Bay, 1 mile to section line, thence along said section line to N. W. corner of section, thence on section line to place of beginning. 240 acres.

Parties of second part shall peaceably enjoy for three years from Jan.y 1, 1852, and until final decision of title, paying annual rent at $4. per acre. On expiration of term or decision to have privilege of purchasing at $15.— per acre. If title be rejected to refund one half of money received.

Executed

by John M. Horner and Chas. C. Breyfogle.
Recorded Nov. 13, 1856.

Pico, Beard & Horner. to Goucher & Ameirit. } Contract of sale of 300 acres, on confirmation, at $10. per acre. July 10, 1852 (without acknowl.t.) Recorded, Oct. 2, 1856. Miscellaneous R.s p. 89.

(Executed by Horner & Gaucher only.) Land W. of Origin Moery's claim.

Beard & Horner to J. T. Marston. } Lease and contract as above, 160 acres at $15. per acre. Dated. August 10, 1852.
Recorded, without acknowl.t. Oct. 2. 1856. Miscel.s p. 79.

S.E. 1/4 of Section 6, on map.

Beard & Horner to Wm. H. Coombs. } Contract &c. as above. 200 acres at $15. pr acre. dated July 10, 1852.
Recorded Oct. 2, 1856, Miscel.s p. 80

E. 1/4 and 40 rods off the southeasterly side of N 1/4 of Section 17, on Map, situated on the Union City road between claims of Rix and Henion and Breyfogle, 200 rods on said road, and extending back ~~on~~ towards the Bay 160 rods from centre of road, containing 200 acres.

Conveyances (continued) made by
J. C. Palmer, Pico, Bayerque & others.

Powers of Attorney.

J. C. Palmer to Jesse Beard. } To lease and demise Mission lands at discretion, not exceeding term of 2 years. Oct. 12, 1854, recorded Feb. 27, 1856, E. Deeds, p. 174.
Interest being the same lately owned by E. S. Beard.

Andres Pico to Ramon de Zaldo. } (E. deeds, p. 386, a defective power.) Power to sell lands. Dated Sept. 16, 1856. Recorded, Sept — 1856 E. Deeds, p. 621.

1st P. of Att.y Know all men by these presents, that I, Andres Pico of

the county of Los Angeles, State of California, have made, constituted and appointed, and by these presents do make, constitute and appoint Ramon de Zaldo, of the city of San Francisco, California, my true and lawful Attorney, for me and in my name, place and stead, to do, execute and perform, any and every act upon any subject or matter in which I may be interested or concerned in the State of California, excepting and reserving my interests and business in the counties of Los Angeles and Santa Barbara, and in the counties east and south of the said counties. Giving and granting unto my said Attorney full power and authority in and about the premises, and use all due means, course and process in the law for the full, effectual and complete execution of my business, and in my name to make and execute due acquittances and discharges, and for the premises to appear, and the person of his the constituent to represent before any Governor, Judge, Officers and Ministers of the law whatsoever, in any Court or Courts, and there in my behalf to prosecute for debt, fraud, and any manner of claim, constituent may have against any person or persons, and to answer, defend and reply unto all actions, causes, matters and things whatsoever relating to the premises. And also to submit any matter in dispute respecting the premises to arbitration or otherwise, with full power to make and substitute, for the purpose aforesaid, one or more Attorneys under him said Attorney, and the same again to revoke at pleasure. And, generally, to say, do, act, transact, determine, accomplish and finish all matters and things whatsoever relating to the premises as fully, amply and effectually, to all intents and purposes as I might or could do if personally present, although the matter should require more special authority than is herein comprised, hereby ratifying, confirming and holding valid all that my said Attorney or his substitute or substitutes shall lawfully do or cause to be done by virtue of these presents.

In Witness Whereof I have hereunto set my hand and seal the day of April, in the year One Thousand, Eight Hundred and Fifty Five.

Signed, Sealed and Delivered in presence of A. G. Randall. } Andres Pico,

State of California, County of San Francisco, ss.

On this fifth day of April, A.D. One Thousand, Eight Hundred and fifty five, before me Albert G. Randall, a Notary Public

in and for said County, personally appeared Andres Pico, to me known to be the individual described in and who executed the annexed instrument, and who acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year first above written.

A. G. Randall

Seal

Notary Public.

Filed for record at request of C. W. Cook, June 24, 1856, at 4 o'clock, P. M. and recorded July 2, 1856, at 4½ P. M.

Book C. Deeds. p. 386.

On margin. This Power of Attorney revoked Feb. 18, 1859. See Book of Powers of Attorney, p. 57.

Andres Pico to Ramon de Zaldo. } 2d Power of Attorney.

Know all men by these presents, that I, Andres Pico, of the City of San Francisco, State of California, have made, constituted and appointed, and by these presents do make, constitute and appoint Ramon de Zaldo of the same place, my true and lawful Attorney for me and in my name, place and stead, to enter into and take possession of all such lands, tenements, hereditaments and real estate whatsoever in the County of Alameda, State aforesaid, to or in which I am or may be in any way entitled or interested, and to grant, bargain and sell the same or any part or parcel thereof, for such sum or prices and on such terms as to him shall seem meet, and for me and in my name to make, execute, acknowledge and deliver good and sufficient deeds and conveyances for the same, and until the sale thereof to let and demise the said real estate for the best rent that can be procured for the same, and to ask, demand, collect, recover and receive all sums of money which shall become due and owing to me by means of such bargain and sale or lease and demise, giving and granting unto my said Attorney full power to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

And whereas the said Ramon de Zaldo has heretofore, under my direction, made certain sales of lands in Alameda County for me

and as my Attorney under and by virtue of a letter of attorney which has not been recorded in the said County of Alameda. Now therefore, I, the said constituent, do hereby ratify and confirm each and every of the said sales, so made by my said Attorney before the date hereof. In witness whereof I have hereunto set my hand and seal this sixteenth day of September, A.D. One Thousand, Eight Hundred and Fifty Six.

in original P. of Att'y. the words "June" "twentieth" erased & the words "sixteenth" and "September" interlined before execution.

Andres Pico. [Seal]

Sealed and delivered in presence of G. F. Knox.

State of California, County of San Francisco } ss.

On this sixteenth day of September, A.D. One Thousand, Eight Hundred and Fifty Six, before me, George F. Knox, a Notary Public in and for said County, personally appeared Andres Pico, to me personally known to be the individual described in and who executed the annexed instrument, and acknowl- to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Seal] Geo. F. Knox, Notary Public.

Filed for record at request of C. W. Cook at 4 o'clock P.M. September, 1856. Recorded Oct. 14, 1856, at 3 o'clock P.M. E. Deeds, p. 621, Revoked Feb. 18, 1859.

Conveyances.

J. C. Palmer to H. G. Ellsworth. } Conveys tract, "commencing at the point where the road leading from the Mission of San José to Union City intersects the road leading from Stockton to San José, thence running along said Union City road westwardly to the line fence between the lands now or lately belonging to E. L. Beard and John M. Horner, thence northerly along said last mentioned line to the deep gulch or arroyo formed by the Mission Creek, thence up said arroyo eastwardly to the same road leading from Stockton to San José, and thence along said road southerly to the place of beginning, containing 350 acres, more or less." — also, that certain other tract &c., "commencing at the point where the road leading from Stockton

350 acres

to San José crosses or intersects the Mission Creek, thence running southerly along the said road to a point sixty feet true south from the southwesterly corner of the store now occupied by W. J. Chamberlain, thence east (true meridian) one hundred and sixty rods, thence true north to the middle of Mission Creek, and thence down the middle of Mission Creek to the place of beginning, containing
100 acres. by estimation 100 acres, more or less.

Dated. Dec. 24/55, Recorded. Dec. 31/55
Alameda Co. Book E. Deeds, p. 58.

Palmer, Cook, Wright + Jones to J. B. Bayerque. } Convey all their right, title and interest in the Mission lands, with warranty as against themselves. Consideration, $100,000. Dated April 21, ackn.d April 22, Recorded April 26, 1856. Alameda Co. Book E. Deeds, p. 278.

The certificate of acknowledgement to this deed does not state in terms that Palmer + Jones (who executed it as attorney of Cook and Wright respectively) acknowledge the execution thereof for themselves as well as for Cook and Wright.

Conveyances subsequent to above.

Executed by

Andres Pico by his attorney in fact Ramon de Zaldo, Joseph C. Palmer, J. B. Bayerque, Edward Jones, John Thompson, Julius K. Rose, trustee of V. P. Strode, and William Smith.

Joseph Nichols. Quit claim Deed, May 14 1856.

Description (copied from Records.)

21. 92 acres. Beginning at stake marked 1 on S.W. corner of a tract bought by said Nichols of — Lloyd, and in middle of road leading from Centreville to Vallejo's mill, thence N. 54° E. 13. 96 chains along middle of said road to corner, thence N. 15° 52'. W. 14. 33 ch.s to stake, thence S. 74° 08' W. 13. 15 Chs. to stake at northern termination of large ditch forming western boundary of said tract, thence South, 15° 52'. E. 19. 01 Ch.s along middle of said ditch to place of beginning, and containing 21. $\frac{92}{}$ acres.

Recorded in County Records, Alameda County, May, 1856.
E. Deeds, p. 323. May 14. 56. E. Deeds 323 rec.d May 20/56

Executed by Andres Pico, by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, J. B. Bayerque, Julius K. Rose, Trustee for V. P. Strode,

John Thompson, by C. W. Cook, William Smith by Austin B. Smith.

21 $\frac{92}{100}$ acres.		$550. "
Payment,	Cash.	$550. "

Credited in Account of Sales presented by Chas. W. Cook, Jany. 1858, but stated as follows:

25 acres, at $21.	$525. "
Survey,	25. "
	$550. "

Robert Blacs. Quit claim deed, May 14 1856.

Description (copied from Records.)

164 acres Beginning at stone planted at south western side of road leading from Mission San José to Union City, and at northern corner of land occupied by Breyfogle, thence along Breyfogle's western line S. 33°. W. 40 chs. to stake for corner, thence N. 57°. 11'. W. 41 ch^s. to stake on southwestern side of said road, thence N. 33° E. 40 ch^s. to corner, and thence S. 57°. 11' E. 41 ch^s. along southwestern side of said road to place of beginning, and containing 164 acres.

Recorded in County Records, Alameda County, May 14, 1856, E. Deeds, 327. Rec^d. May 20, 1856. E. Deeds 327.

Executed by Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, J. B. Bayerque, Julius K. Rose, trustee for V. P. Strode, John Thompson by C. W. Cook, William Smith by Austin B. Smith.

164 acres, at $20.		$3280. "
Payment. Note due Jany. 1, 1857,	$1,640. "	
do. " " 1858,	1,640. "	$3280. "

Credited in Account of Sales presented by Chas. W. Cook, Jany. 1858.

Joseph Newsham. Quit claim deed, May 10, 1856.

Description, (copied from Records.)

Beginning at a stake on N. E. side of road leading from Mission of San José to Union City, and on S. side of road leading from Centreville to Vallejo's mill, thence along south side of said last mentioned road, N. 75° 30' E. 53. 56 chains, to stake at N. E. corner of said party of second part's enclosure, thence S. 57° 15', E. 23.57 ch^s. to stake at corner of said enclosure, thence S. 34° 18', W. 39.29 ch^s. along a fence to a stake on N. E. side of road leading from Mission San José

to Union City, thence N. 57° 11' W. 58. 90 chs. along N.E. side of
162 acres. said road to place of beginning, and containing 162 acres.

Beginning at stake marked N. on western corner of land now cultivated by said Newsham and at point marked as station 187, on map of Mission lands, thence N. 33° E. 26. 65 chs to stake marked N., thence S. 57° 11' E. 40. 25 chs. to stake marked N. thence S. 33° W. 26. 65 Chs. to stake marked N. thence N. 57° 11' W. 40. 25 chs to
107 1/4 acres. place of beginning, and containing 107 1/4 acres.

Recorded in County Records, Alameda Co. May 20, 1856,
E. Deeds. p. 325. 162 acres. E. Deeds p. 329. 107 1/4 acres.

Executed by Andres Pico, Joseph C. Palmer, Edward Jones, J. B Bayerque, Julius K. Rose, trustee for V. P. Strode, John Thompson by C. W. Cook, William Smith by Austin Smith.

162 acres,	at $25.	$4050. "
107 1/4 "	" "	2,681. "
269 1/4		$6,731. "
Payment. Note due Jan. 1, 1857,	$3,365.50	
do. " " 1858,	3365.50	$6,731. "

1857, Feb. 15. Noted by Palmer, Cook & Co. "Dead."

Credited in Account of Sales presented by C. W. Cook. Jan. 1858.

Mem. In the recital of the parties to the 2d deed in the record, all the parties (grantors and grantee) are "of the second part."

April 28/60. Mem. See probate court of Alameda county.
Mr Blaco says that this tract, and that of R. J. Horner, are in possession of J. C. Palmer, who is renting the same.

John Thiefall. Quit claim deed, May 10, 1856.

Description, (copied from record)

Beginning at a stake T on eastern corner of land now cultivated by said Thiefall, and at station 193 on map, thence S. 33° W. 40 chains to a stake marked T at station 194, thence N. 57° 11' W. 40 chains to a stake T + M. thence N. 33° E. 40 chs. to stake T + M, thence S. 57° 11' E.
160 acres. 40 chs. thence S. 33° W. 40 chs. to place of beginning and containing 160 acres.

Recorded in Alameda Co. records, May 24, 1856
E. Deeds p. 338.

Executed by Andres Pico, Jos. C. Palmer, Edw.d Jones, J. B. Bayerque, Julius

K. Rose, Trustee for V. P. Strode, John Thompson by C. W. Cook, William Smith by Austin Smith.

160 acres at $15.– $2,400. "

Payment. Cash, $500. "
Note due Jany 10. 1857, 1,900. " $2400. "

Credited in Account of Sales presented by Chas. W. Cook, Jany 1858.

Wm. Thiefall. Quit claim deed. May 10, 1856.
Description (copied from Record.)
Beginning at a stake W. on S. W. side of road leading from Mission to Union City, and at northern corner of Geo. M. Walter's land, thence parallel to said Walter's northwestern boundary S. 33° W. 40 chains to stake W & T at western corner of said Walter's land, thence N. 55° W. 18.11 ch^s to stake T, thence N. 33° E. 40 ch^s to stake T on south west side of said road, thence S. 55° E. 18. 11 ch^s to place of beginning,
72 4/10 acres. and containing 72 4/10 acres. Executed by same parties as above.
Recorded in County records, Alameda Co.
May 24, 1856. E. Deeds, p. 340.

72 40/100 acres, at $20. $1,448. "

Payment. Note due Jany 10, 1857 $1,448. $1,448. "

Credited in Account of Sales presented by Chas W. Cook, Jan^y, 1858.

Otho Morgan. Quit claim deed, May 14, 1856.
Description (copied from records.)
Beginning at a stake at station 178 on map, thence S. 57° 11' E. 40 chains to stake at Gould's northern corner, thence S. 33° W. 40 chains along Gould's N. W. line to stake at western corner, thence N. 57° 11' W. 40 chains, thence N. 33° E. 40 chains to place of beginning,
160 acres. containing 160 acres.
Recorded in County Records, Alameda County June 5, 1856, E. Deeds, p 347.
160 acres, at $15. $2,400. –
Payment due Jany 14, 1857, $2,400. –
Credited in Account of Sales presented by Chas. W. Cook, Jany 1858. 1857

1857, Feb. 15, Noted by Palmer, Cook & Co. as "not settled."
Executed by same parties as above.

Gardiner Goulds. Quit Claim Deed, May 10, 1856
Description (copied from record.)
Commencing at a stake at southern corner of Valpy's tract, thence S. 33° W. 14.93 chains, thence N. 57° W. 32.52 chs. to stake at wire fence on north western boundary of Mission Tract, thence along said wire fence N. 44° 05' E. 15.21 chs. to stake at Valpy's western corner, thence along Valpy's southwestern corner S. 57° E. 29.59 chs. to place
46.34 acres of beginning, and containing 46.34 acres.
Executed by same parties as above.
Recorded in County Records, Alameda Co. May, 1856. E. Deeds, p 369.
May 10, rec. June 16.56. E. deeds, p. 369.
According to record, consideration $1.

46.34 acres,	at $15	$695.10
Payment. Cash.		695.10

Credited in account of Sales presented by Chas. W. Cook, January, 1858.

N. G. Ellsworth. Two deeds, Quitclaim.
1856 July 23. Description (copied from records)
Beginning at a stake at S. E. corner of tract No. 1, and
June 23. at wire fence on the west side of road leading from Mission to City of San José, thence along said fence S. 14° 30' E. 6.93 chs. to Stake 1, S. 0° 40' W. 38.66 chs. to stake 2, and S. 13° 45' W. 26 chs. to stake 3 on N. bank of arroyo de Alviso, thence along general direction of said arroyo, N. 88° 55' W. 14.27 chs. to stake 4, and N. 60° 55' 14 chs. to stake 5 at termination of said arroyo, thence S. 82° W. 44.21 Chs. to post 6 near Blaco's house, thence along northwestern fence of Blaco's enclosure N. 57° 15' W. 5.40 chs. to post 7, N. 20° 30' W. 9.22 Chs. to post 8, and S. 18° 55', 10 Chs. to post 9 at intersection of a cross fence, thence N. 30° 30' W. 77 chs. to stake 10 on S. bank of a creek, thence N. 72° E., 3.43 chs. to stake 7, N. 58° 30' E. 3 chs. to stake 8, thence following the general direction of the creek and crossing it several times, S. 73° 15' E. 3.25 Chs. to stake 9, S. 63° E. 10 Chs. to live oak tree 10, N. 81° E. 13.30 Chs to stake 14, and S. 86° 14' E. 16.61 Chs. to 17 on south side of said creek, thence N. 77° 15, E. 4.53 chs. to stake 18, thence N. 59° 30' E. 55 links to stake 1 at wire fence, thence along said wire fence and southern boundary of tracts 2 and 1 by the

following courses and distances to wit: S. 36° E. 3 chs to stake 2, S. 46° 30' E. 4. 86 chs. to stake 3, S. 54° 45' E. 5. 30 Chs. to stake 4, S. 84° 45' E. 7. 95 Chs. to stake 5, N. 73° 45' E. 5. 76 chs to stake 6, N. 81° 25' E. 18. 65 chs. to stake 7, N. 83° E. 4. 94 chs to stake 1, S. 82° 45' E. 4. 58 Chs. to stake 2, S. 76° E. 3. 69 chs. to stake 3, S. 72° E. 5. 18 Chs. to stake 4, and N.
765½ acres 88° 30 E. 22 Chs. 50 l. to place of beginning and containing 765½ acres. together with the right of way and free passage of in and to the following tract of land, commencing at the upper or east dam on Mission Creek, two rods wide on each side of said Creek until it intersect the east or south line of the boundary of the San José or Mission Lands.

1856 June 23 Commencing at a stake marked 6, on S. side of road leading from Union City to Mission of San José, and the western corner of tract No. 3, thence along the southern side of said road, S. 80° 35' W. 21. 95 Chs. to stake 1, and N. 87° 30' W. 5. 73 Chs. to stake 2, on the eastern side of road leading from said road to city of San José, thence along the eastern side of the last mentioned road, S. 8° 11' E. 44. 82 chs. to stake 3, thence S. 5° 30' E. 10. 64 Chs. to stake 4, and S. 25° 40 E. 48. 14 chs to stake 5, at the northern fence of Blaco's enclosure, thence along said fence N. 76° E, 28. 19 Chs. to stake 6, and N. 88° E. 27. 96 Chs. to a post 9 at a cross fence, thence N. 30° 30' W. 77 chs. to stake 10 on southern bank of creek, thence crossing the creek N. 72° E. 3. 43 Chs. to stake 7, thence N. 37° 15' W. 32. 84 Chs. to place of beginning and
457½ acres containing 457½ acres.

Both deeds executed by Andres Pico by Ramon de Zalbo, Joseph C. Palmer, Edward Jones, J. B. Bayerque.

Recorded in County Records Alameda Co.

June 23, 1856, E. Deeds, p. 391. 389

? 26, " 457½. 765½

765.50 Acres,	for	$4000. "
457.50 "	"	2,000. "
1,223 "		$6,000. "

1857, Feb. 15, Noted by Palmer, Cook & Co. as "not completed."

Not credited in Account of Sales presented by Chas. W. Cook, January, 1858.

Charles W. Rand. Quit claim deeds. 1856 June 18.

Description. (Copied from Records.)

Beginning at a stake marked H. E. 9, which is in the S. E. corner of land bought by Henry Ellsworth, thence N. 88° E. 9.25 chs. to stake 1, thence S. 18° 15' E. 39.14 chs. to stake 2, thence S. 54° 45' W. 15.34 chs. to a stake 3, thence S. 70° 30' E. 6 chs. to stake 4, thence S. 54° 30' W. 15.34 chs. to stake 5, thence S. 20.01 E. 47.31 chs to a leaning sycamore, 21 in. diam. marked 6, standing on N. bank of Arroyo de Alviso, thence down along the said arroyo to post marked 3 of a wire fence, on the northern bank of said arroyo, and at the S. E. corner of a tract of land bought by Henry Ellsworth, thence along a wire fence on the eastern side of said ~~land~~ tract and the western side of the road, leading from Mission San José to the city of San José, N. 13° 45' E. 26 chs. to stake 2. N. 0° 45' E. 38.65 chs. to stake 1, N. 14° 30' W. 6.93 chs. to stake 5, and N. 14° 15' W. 25.07 Chains to stake 6, thence N. 76° E. 1 Ch. to stake 7, in the middle of the aforesaid road, thence along the middle of said road, N. 12° W. 9.50 chs to stake 1, (which bears S. 53° 15' W. 1.23 chs. from the south west corner of the Mission building) thence N. 83° 30' E. 6.69 chs. along a wire fence to a stake, (which bears S. 83° 30' W. 34 links from the corner of the adobe wall enclosing the Mission garden,) thence S. 6° 30' 45 links to a stake, thence N. 80° 30' E. 10.85 chs. parallel to said adobe wall, 45 links therefrom to a stake, thence N. 79° 45 E. 10.85 Chs. to place of beginning and containing 511 acres.

511 acres.

except 8 62/100 acres

Excepting 8.62/100 acres known as the Frenchman's vineyard, enclosed by an old adobe wall, and subject to a right of way over a road from the Mission buildings to the Arroyo de Alviso.

Recorded in County Records, Alameda Co. June 18—24/56
E. Deeds. p. 392.

Executed by Andres Pico by Ramon de Zalvo, Joseph C. Palmer, Edward Jones, J. B. Bayerque.

511 acres.
8.62 less to Frenchman.
502.38 Acres. for $4917.76
Payment. Note due June 18, 1857, $2,458.88
do. Dec. " " 2,458.88 4,917.76

Credited in Account of Sales presented by Chas. W. Cook, Jan. 1858.
as follows: 491.77 Acres at $10. $4917.76

1858, Jany. 28.

Zenas Coffin
to
Martha Palmer. } Consideration. Love and Affection.

Beginning at N.W. corner of tract of land purchased by C.W. Rand from J.C. Palmer, E. Jones, P.B. Bayerque and Andres Pico, 11 June, 1856, running thence southerly along western line of said tract 1600 feet, thence at right angles easterly to eastern line of said tract, thence northerly along eastern line of said tract to northern line of said tract, thence westerly along said northern line to place of beginning. Excepting 8.62 acres, known as the Frenchman's vineyard, enclosed by an adobe wall, and subject to a right of way over a road from the Mission buildings to Arroyo de Ahiso.

southerly

Chas W. Rand.
to
Zenas Coffin. } July 24, 1857. J. Deeds, p.671.

(in red ink, Brodie, opposite p.38)

Beginning at N.W. corner of tract purchased from Pico, etc. 18 June, 1856, thence southerly along western line &c. same as above.
Consideration $1,500.—

Chas. W. Rand,
to
Leonidas Haskell. } July 25, 1857. Consideration $1.

Appears to be remainder of tract.

5Th
except 8

Edward P. Folger, Quit claim Deed, 1857, July 25

Description, (copied from records.)

Beginning at a point where the Stockton road crosses the creek which issues from the Stockton pass, and which point bears S. 78° E. 95 links from a large oak marked X, thence N. 67° 08' W. 26.28 Chs. to a post marked 1 of a wire fence on the S.W. side of a ditch, thence N. 46° 30' W. 25.50 Chs. to a stake 2 in the middle of said ditch, thence along middle of said ditch, N. 42° 15' W. 8.30 chs. to a stake 3, N. 39° W. 7.70 chs. to ~~a~~ stake 4, N. 41° 45' W. 10.30 Chs. to stake 5, and N. 46° 15' W. 4.44 chs. to stake 5, at the eastern corner of land occupied by J. W. Horner, thence along a wire fence on the north eastern line of Horner's land, S. 38° 15' W. 45.50 Chs. to a post 7, in said fence, thence on the last named course 50 links to the middle of the creek issuing from the Stockton pass, thence up and along the middle of said creek to the place of beginning.
259 acres and containing 259 acres.

Executed by Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, J. B. Bayerque.

Recorded in County Records, Alameda Co. June 24, 1856
E. deeds pp. 394, 583 (twice)

259 acres.	at $10.	$2,590. "
Payment, Note due June 18, 1857,		$1,295. "
Do. " Dec. " "		1,295. " $2,590. "

Credited in Account of Sales presented by Chas. W. Cook, Jan.y 1858.

Clayton Winton, Quit claim Deed, 1857, July 24.

Executed by Andres Pico by Ramon de Zaldo. (Consideration $2,000.)

Hill Lands. Description (copied from Records.)

So much of the Ex-Mission lands as is situate and included within the following lines and boundaries, viz. Beginning at a point on the south bank of the Arroyo Alameda where the easterly line of the county road from Oakland to San José, passing through the Mission of San José, crosses the said arroyo, thence with the meanders of said arroyo, up stream to where the line of the said lands of the ex-Mission of San José joins the lands of Ant.o Suñol, thence with the line separating the said Mission lands from those of the said Suñol southeasterly to the point where the said

line of the Mission lands intersects the line separating the said Mission lands from those of Higuera designated as "Agua Caliente", thence northwesterly with the line between the Mission lands and those of said Higuera to the point where the said line is intersected by the said east line of the County road from Oakland to San José which passes through the mission of
p. 42. Brodie. San José, and thence up with according to the east line of said road to its intersection with the arroyo Alameda at the place of beginning.

Excepting, reserving and excluding from said thus described tract all such parts or portions thereof as may be included in or embraced by the line and boundaries of the two tracts or parcels of land hereinafter particularly described and mentioned, that is to say, in a tract described in:

p. 36. 38. Brodie. p. 26, Chas. W. Rand, and p. 27. Edwd. P. Folger. } It being expressly understood that this is a conveyance of all the right, title, interest and estate of the party of the first part in and to all such portion of the lands of said Ex-Mission situate east of the road aforesaid as are not included in the lands excepted.

p. 43, Brodie. "Clayton Winton. (in pencil, 5,200 acres)" same property as above.
"Hill Lands. Interest of Andres Pico. $2,700."
Consideration in deed. $2,000. –
" pd by Palmer, Cook & Co. 2,700. –

Credited in Account of Sales presented by Chas. W. Cook. Jan 1. 1858.
Recorded in County Records, Alameda Co. July 1857. F. Deeds, p. 635.
Witnessed by Saml. D. King, acknowledged July 28, before Saml. Kermann, Notary.

1857, July 30. Same tract (without reservations) consideration $2,700. conveyed by Clayton Winton to H. G. Ellsworth.
Deed acknowledged Aug. 1. before J. B. Keeney, Notary.

1857, July 31. Same tract conveyed by H. G. Ellsworth to Zenas Coffin, Consideration $2,700.
Deed acknowledged Aug. 5. Recorded March 4, 1858.

1857, Oct. 28. Zenas Coffin to Elias L. Beard. $8,000.
Containing 2000 acres more or less.
Commencing at a post where the road running from San José to the Mission of San José, on the old telegraph line, crosses the Arroyo Alviso, thence up the Arroyo in an easterly direction, continuing to the dividing

line between the lands of Ant.º Suñol and the lands of the Mission of San José, thence running northerly along said Mission and Suñol line to the road running from San José to the San Joaquin valley, thence southwesterly along the centre of said road to the place of beginning, containing 2000 acres more or less. Excepting the land lying south of the north adobe wall surrounding the San Cayetano Vineyard, deeded by Chl. W. Rand to said Coffin, containing about 50 acres. Recorded Nov. 17, 1857.

2000 acres

May 28, 1858.

Edward Bosqui to N. G. Ellsworth } S. E. 1/4, Sec. 3; N. E. 1/4, Sec. 10 } T. 5, S. R. 1 W.

Located by School Warrant No. 147

S 1/2 N. W. 1/4; N 1/2 N. E. 1/4 } Sec. 11, T. 5. N. R. 1 W.

Located by School Warrant No. 544.

May 28, 1858.

E. L. Beard to N. G. Ellsworth } S 1/2 Sec. 31, T 4, N. R. 1 E.

Located by School Warrant No. 54.

N. W. 1/4 Sec. 2; N. E. 1/4 Sec. 3 } T. 5, S. R. 1 W.

Located by School Warrant No. 171.

May 28, 1858.

E. L. Beard to N. G. Ellsworth. } Consideration $1.000.

Bounded on the North by the lands south of and adjacent to the store of Howard & Co. at the Mission of San José, and by the adobe wall which forms the southern enclosure of the old Mission orchard, and by the south line of the land which has been planted with grapes the present year by said party of the second part, on the East by the meredian line of the U. S. surveys, which crosses Mount Diablo, on the south by the rivulet or stream which waters the vineyard and orchard occupied by Clemente Columbet, following said stream for a boundary up to the point where it enters the enclosure or passes the wall of said vineyard, and thence following the said wall or enclosure of said orchard or vineyard to the north east corner thereof, and thence following said wall westerly down to the road leading from Stockton to San José, and thence along the centre of said road northerly to the place of beginning, and containing 20 acres more or less.

20 acres.

San

Jan.y 24, 1859.
E. L. Beard
to
Edward Bosqui.

Consideration $5.
S½ N.W. ¼
S½ N.E. ¼
S.E. ¼
Sec. 5, T. 5, S. R. 1. E.
320 acres.

320 acres

June 26, 1857.
Jos. C. Palmer,
J. B. Bayerque
by J. Mora Moss.
& Edward Field,
by Edward Bosqui,
to
N. G. Ellsworth.

Consideration $4,000.

see page 37

Commencing at a point on the south east bank of the Arroyo Alameda where the road from Oakland to San José, passing through the Mission of San José, crosses said arroyo, thence passing up said arroyo to the line between the lands of the said San José Mission and those of Antonio Suñol, thence along said line southeasterly to the line segregating the lands of said Mission and those of Higuera called "Agua Caliente", thence along said line northwardly to the point where said line crosses the aforesaid road, thence along said road to the place of beginning, containing by estimation 3,800 acres more or less. see p. 37 — of this book.

3,800 acres

Executed by above parties. F. Deeds, 612.

July 25, 1857.
N. G. Ellsworth
to
Zenas Coffin.

Consideration, $5,000.
Conveys the preceding described tract.
Recorded, March 5, 1858.

Nov. 4, 1858.
N. G. Ellsworth
to
Elias L. Beard.

Consideration, $7,500.

Beginning for a boundary in the centre of the highway which passes in front of the Mission Church and in front of the store of Messer & Mc Clure, and at a point in the centre of said highway which shall be due west from the west end of the fence which encloses the south side of the lane passing on the south side of said store, and from said point of beginning running

east to the said west end of said fence, and thence easterly along said fence and along the adobe wall enclosing said orchard and vineyard to the south east corner thereof, thence in a northerly direction along the adobe wall enclosing the same to the northeasterly corner thereof, thence westerly along the adobe wall and board fence enclosing the same, and the continuation of said wall and fence to the centre of the said highway, and thence southerly along the centre of said highway to the place of beginning. Excepting therefrom the Mission Church and six rooms adjacent thereto on the south, and also excepting the Cemetery or yard the width of said church and adjacent thereto on the north as the same is now enclosed, containing after deducting said reservations 20 acres of land more or less.

20 acres.

Recorded Nov. 12, 1858.

Jesse Beard. Quit-claim Deed, 1856, June 24,

Description, (copied from Records.)

Commencing at a stake in the middle of the sanjon which forms the boundary between the lands of the Mission of San José and the Rancho of Sres Alviso y Pacheco, and which stake bears S. 42° 15' W. 6.75 chains from a sycamore tree 64 in. diam. standon the east side of said sanjon and northwardly of Alviso's tenant houses, thence S. 63° E. 29 chains to a post marked S.J.M. on the northwest side of the road leading from the Mission of San José to Mayhew's landing and in the range of the line as dividing the Mission lands from the Rancho of Alviso and Pacheco, thence S. 23° 45' E. 16.26 chs. along a wire fence to a post S.J.M. at an angle of said fence, thence southwesterly along said fence and following the meanderings thereof in a general course of S. 44° 37' W. to a post in said fence marked S.J.M., at a slough, and which bears S. 82° 15' W. from the comb of the roof of Long's house, thence N. 89° W. 10.98 chs. along said wire fence to a burned post marked S.J.M. thence S. 60° 30' W. along said fence to the estuary of the Bay of San Francisco, thence the north eastern margin of said estuary to its junction with the aforesaid sanjon, which junction bears N. 61° 15' W. from the western course of Jonathan Mayhew's house, thence up and along the middle of said sanjon to the place of beginning, and containing 534 acres.

534 acres.

Executed by Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, J. B. Bayerque, Julius K. Rose, Trustee of V. P. Strode, Wm Smith by Austin E

Smith. Recorded in County Records, Alameda Co.
E. Deeds, p. 416, July 8/56
534 acres - - - - for - - - - - - - - - $4,000.
No account of this sale any where, except from the records of Alameda County

April 24, 1857.
Jesse Beard
to
Andres Pico &
Joseph C. Palmer
} Consideration $1.

Beginning at a stake in the middle of the sanjon which bears S. 42° 30' W. 6.75 chains from a sycamore tree 5 feet, 4 in. diam. and marked A. standing on the east side of the sanjon, thence S. 70° 45' E. 2.26 chains to a stake, thence S. 50° 45' E. 7.70 chains to a post on the boundary line between Alviso and the Mission lands, thence along said boundary line, S. 61° 45' W. 41.82 chains to a wire fence, thence following said boundary line along said wire fence, N. 43° 45' W. 6.30 chains to the middle of the sanjon, thence up and along said middle to the place of
81.22 acres beginning, and containing 81.22 acres.

Earl Marshall. Quit-Claim Deed, June 24, 1856
Description (copied from Records.)

Beginning in the middle of a ditch which is the Northwestern line of the Ranchs de las Papas, and of the land formerly occupied by Mrs Emily Farnham, and in the middle of the road leading from Vallejo's mill to the Mission of San José, thence along the middle of said road, N. 25° 27' W. 29.51 chains, thence S. 46° 38' W. 44.02 chains, along south eastern line of land occupied by ___ Nail, to the middle of a ditch, thence along the middle of said ditch S. 84° 53' W. 21.20 chains, and S. 87° 23' W. 15.27 chains to a stake on the northern bank of a clear lake, thence crossing said lake N. 38° 22' W. 21.68 chains to a stake marked C. at the eastern corner of land occupied by H. A. Skinner, thence along said Skinner's southern line N. 87° 52' W. 20.17 chains to a stake marked A. thence S. 32° 53' W. 21.75 chs to a stake marked 160, being station 160 of the survey of the Mission lands, thence S. 57° 07' E. 40 chs. thence N. 81° 23' E. 31.50 chs, thence S 81° 07' 33.23 chs, along said ditch to its intersection with the ditch of the northwestern boundary of the Farnham tract, thence along said ditch N. 46° 38' E. 54.56

354 acres. chs. to the place of beginning and containing 354 acres.

Also, beginning at a stake in the middle of the road leading from Vallejo's Mill to the Mission of San José and in the middle of a ditch on the northwestern boundary of said tract, thence along the middle of said ditch, S. 46° 38' W. 91. 25 chs. thence S. 43° 30' E. 21. 25 chs. thence N. 81° 30' E. 10. 01 chains to the southwest corner of land occupied by John W. Horner, thence N. 46° 15' E. 86. 47 chains to the middle of the road before mentioned, thence N. 50° 30' W. 27. 24 chs. along
248½ acres. said road to the place of beginning, and containing 248½ acres.

Executed by Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, J. B. Bayerque.
Recorded in County Records, Alameda Co. C. Deeds, p. 429.
July 9, 1856.

248 50/100 acres			
354 — "	for		$7,090. "
Payment. Cash,		$3550. —	
Note due June 25, 1857,		1,770. —	
Do. " " " 1858.		1,770. —	$7090

Credited in account of sales presented by Chas. W. Cook, Jan. 1858, but stated as follows:

354 acres,	at $20.	$7,080. "
	Survey.	20. "
		$7,090. "

J. A. Mayhew. Quit-Claim Deed, 1856, Sept. 15,

Description (Copied from Records.)

Beginning at a post marked M. at the southern end of a wire fence on the N.W. bank of Moury's creek, and which bears S. 31° 50' from the S.W. corner of the stone house at Moury's embarcadero. thence along said wire fence N. 22° 15' W. 55. 46 chs. to a post marked M. at an angle of said fence, thence N. 31°, 45' E. 92. 12 chs. to a post at an angle of said fence, thence N. 74° W. 18. 61 chs. to a post, thence N. 57° 15' W. 81. 48 chs. along said fence to a stake marked 199, which is a stake in the survey of the lands of the Mission of San José, and which bears N. 25° 30' E. from the S.E. corner of said Mayhew's barn, thence along said fence N. 23° 20' W. 28. 57 chs. to a post M., thence S. 43° 30' W. 12. 43 chs. along an iron fence to an angle, thence S. 49° 30' W. 45. 08 chs. following said fence to an angle,

thence S. 45° 40' W. 37.15 chains along said fence to a post marked S. J. M. on the northeastern bank of a freshwater slough, thence N. 88° 40' W. 10.89 chs along wire fence to a post M., thence S. 23° 30' W. 18.57 chs. crossing the last mentioned slough to the middle of a saltwater slough at a point which bears N. 56° 45' E. from the S. W. corner of Jonathan Mayhew's house, thence down and along the middle of said slough to the shore of the Bay of San Francisco, thence southeasterly, following the margin of the Bay to the mouth of Mowry's creek, thence up and along the northwestern bank of said creek, to the place of begin-
1,500 acres. ning, and containing 1500 acres, more or less.

Executed by Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, J. B. Bayerque, John Thompson by C. W. Cook, Julius K. Rose, trustee of V. P. Strode, William Smith by Austin Smith.

Recorded in County Records, Alameda County, Sept. 17, 1856. E. Deeds, p. 575.

1500 acres for $5,500.

Credited in Account of Sales presented by Chas. W. Cook, January, 1858, as follows:

1700 acres, for $5,525.

George M. Walters. Quit-Claim Deed, 1856, May 7.

Executed by Andres Pico, by his attorney in fact Ramon de Zaldo, J. B. Bayerque, Edward Jones, John Thompson, Julius K Rose, trustee for V. P. Strode, and William Smith.

Description: Beginning at the corner of the south west side of the road leading from the Mission of San José to Union City, and on the west side of the road diverging from it and leading to the City of San José, thence along the south side of the Union City road N. 55° W. 16.67 chs to a stake marked 1, thence S. 33° W. 40 chains to a stake marked 2, thence S. 55° E. 20 chains to a stake marked 3, thence N. 82° E. 24.11 chains to a stake, marked 4, on the west side of the road leading to the city of San José, thence along the west side of said road, N. 8° 30' W. 32.53 chs. to the place of be-
112½ acres ginning, and containing 112½ acres.

The above courses are the true, and not the magnetic.

Variation of the needle 16° East.

Recorded in County Records, Alameda Co. June 18, 1856. F. Deeds, p. 232.
see Feb 16, 1857?
in Brodie's book p. 4. in red ink. "Executed by Andres Pico, Jos. C. Palmer, Edward Jones, J. B. Bayerque, John Thompson by C. W. Cook, Julius K. Rose, trustee for V. P. Rhode, William Smith by Austin Smith."

112½ acres at $20 $2,250. "

Payment, Note due Nov. 8, 1856 with interest
at 1 p. cent p. month, $1125. "
Note, May 8, 1857 do. do. 1,125. " 2,250. "
1857. Feb. 15. Term of payment extended one year, as explained by Palmer, Cook & Co.

Credited in account presented by Chas. W. Cook, Jan. 1858, but stated as follows:

107 acres	at $21.	$2,247. "
	Survey	3. "
		$2,250. "

Dolores Gilliman. Quit-claim Deed, 1857, April 24
Description, (copied from Records.)
All that piece or lot situated in the Mission of San José on the west side of the stage road from Oakland to San José; beginning at the S.E. corner of a frame building called the Union Hotel, owned by Belen Corona; thence running S. 340 feet along said stage road to an old adobe corral to a post and wire fence, thence 340 feet N. along said fence to a post marked A. thence E. 160 feet to the point of beginning.

Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones by C. W. Cook, J. B. Bayerque.

Recorded in County Records, Alameda Co. F. Deeds. p. 413, 665, 748, 3 times
in pencil (Brodie) May 14, 1857. p. 413.
Aug. 5 " 665.
Sept. 1 " 748.
Tract 340 by 160 feet. Consideration $1. —
Not credited in Account of Sales presented by Chas. W. Cook, Jan. 1858

Dr Bucknell. Quit-Claim Deed. 1856, May 7.

Description. Beginning at a post marked 0, on the southwest side of the road leading from the Mission of San José to Union city, and at the northern corner of ___ Rin's enclosure, thence S. 33° W. 40 chains to a stake marked 1, (which bears N. 36° E. 1.51 chains from the north east corner of Beard's tenant house,) thence N. 57° 11' W. 50 chains to a stake marked 2, thence N. 33° E. 40 chains to a stake marked 3 on the southwest side of the aforesaid road, thence S. 57° 11' E. 50 chains along the southwest side of said road to the place of beginning, and containing 200 acres.

200 acres

The above courses are the true and not the magnetic.
Var. 16° E.

Executed by Andres Pico, Joseph C. Palmer, Edward Jones, J. B. Bayerque, John Thompson by C. W. Cook, Julius K. Rose Trustee for V. P. Strode, William Smith by Austin Smith.

Recorded in County Records, Alameda Co. June 18, 1856.
F. Deeds, p. 421. May 16/57 F. Deeds p. 421

Dr. B. F. Bucknell.

200 acres.	at $15.-		$3,000. "
Payment.	Note due Nov. 8, 1856.	$1,500. "	
	Do " May 8, 1857.	1,500. "	

1857, Feb. 15, Noted by Palmer Cook & Co. as not completed.

Credited in account presented by Chas. W. Cook, Jany. 1858, but stated as follows:

200 acres,	at $10.	$2,000. "

A. Alviso. Deed of boundaries. 1857, May 22.

Description. (Copied from Records.)

Beginning at the point where the wire fence (near the present southeastern boundary of the Cerritos Rancho,) intersects Alameda Creek, thence running in a true course S. 43° 38' W. and following said wire fence to its termination at an iron fence on the S. side of the road leading from the Mission to Alviso's house, thence along said iron fence, N. 66° 35' W. 19.29 chains, thence S. 61° 45' W. 41.82 chains to a wire fence, thence along said wire fence, N. 43° 45' 6.30 chains to the middle of the sanjon.

Executed by Andres Pico, Joseph C. Palmer, Edward Jones, J. B.

Bayerque, John Thompson by C. W. Cook, Julius K. Rose, trustee of V. P. Strode, William Smith by Austin Smith.

Recorded in County Records of Alameda Co. June 1856. F. Deeds. 429.
May 22/57
F. 429

3800 acres N. G. Ellsworth. (see page 30 of this book.) "Beginning on south east bank of Arroyo Alameda where the road from Oakland to San José, passing through the Mission, crosses said Arroyo to the line between Mission Lands and Suñols, thence along said line S. E. to the line of Higuera's lands called "Agua Caliente", thence along said line N. to where the line crosses the aforesaid road, thence along said road to the place of beginning: 3800 acres; consideration $4,000".
June 26, 1857, Aug. 7/57. F. p. 612.

R. S. Norner. Quit-Claim Deed, 1857, July 1.
Description. (Copied from Records.)
Beginning at a stake on N. side of road leading from Mission San José to Union City, and which bears N. 27° 30' E., 1.57 Chains from large stone planted for N. W. corner of Robert Blaco's land, thence along eastern line of land occupied by Jos. Newsham, N. 34° 18' E. 39.29 Chains to said Newsham's N. E. corner, thence S. 57° 15' E., 45.28 chs to a post P in a post and rail fence, thence along said fence, S. 32° 55' W. 39.38 chs. to a gate post on northern side of said road N. 57° 11' W. 41.23 chs. to the place of beginning, and containing 160 acres.

Pool track

160 acres.

Executed by, Andres Pico by Ramon de Zalvo, Joseph C. Palmer, J. B. Bayerque, Julius K. Rose, trustee for V. P. Strode, Edward Jones by Chas. W. Cook, John Thompson by Chas. W. Cook.

Recorded in County Records, Alameda Co. July 1857, F. Deeds, 720.
July 1, 1857. Aug. 26/57

160 acres, at $30. $4,800.

Credited in Account of Sales presented by Chas. W. Cook, Jan. 1858.
Ap. 28, 1860 See Probate Court of Alameda Co. Mr. Blaco says this tract and that of Newsham (page 21) are in possession of J. C. Palmer, who is renting same. (see page 13)

Francis S. Rew. Quit Claim deed. 1857, Sept. 13

Description. All that certain piece or parcel of ground situate in the county of Alameda, California, and being a part or portion of that larger piece or portion of land commonly known and designated as being the lands of the former Mission of San José, which is contained and included within the following described lines and boundaries, to wit: Being bounded on the north by the public road leading from the old Mission to the town of Alvarado, on the east by the lands of Dr Bucknell, on the south by the lands occupied by Richard Trefall, and on the west by the lands of Robert Blaco, containing 240 acres.

240 acres.

Executed by J. B. Bayerque, Joseph C. Palmer, Edward Jones by C. W. Cook, John Thompson by C. W. Cook, Julius K. Rose, trustee of V. P. Strode, Andres Pico.

240 acres at $15. $3.600.

Signed by Andres Pico, in Sacramento, Jan. 30. 1858.
F. Deeds, page 759.
Recorded without being executed by Pico, Feb. 17, 1857.
Deed not delivered by Pico.

1857, Sept. 14 Julius K. Rose, Trustee of V. P. Strode, and John Thompson, to Francis S. Rew. } Consideration $6,750.

Portion of Mission Lands: bounded by claim of E. Marshall and Chenery, on E. by post and wire and post and rail fence or the claim of Flint, Peabody & Co., on S. by Union City road, and on the W. by the public road, containing about 450 acres, more or less.

Executed only by John Thompson by his attorney Chas. W. Cook. Recorded Oct. 26, 1857, at request of Judge Crane, Book G. Deeds, p. 115.

1857, Sept. 14 Francis S. Rew to Addison M. Crane } Consideration, $1500.

Same tract. Recorded Oct. 26, 1857, G. Deeds, p. 114.

1858, Jan. 20 Charles B. Strode & W. P. Strode, to Francis S. Rew. } Consideration $1.

Whereas trustee has already conveyed, &c. tract (of 240 acres) as above. (1st tract described on previous page.)

M
A. D. Crane. Tract commencing at a point where the Oakland and San José road crosses the Alameda creek, thence down the centre of creek to a post and wire fence made by Beard & Horner to divide the Mission lands from Alviso's and Pacheco's, thence along said fence to its intersection with the San José road near Lloyd's house, thence along said road to the Mission, to its intersection with the San José and Oakland road, thence along said road to the place of beginning. $12,000. Aug. 19/57 Sept. 21/57. G. Deeds, p. 31.
Executed by J. B. Bayerque & others (except A. Pico) see opposite page

160.20 acres. S. P. Duane. Commencing at S. E. corner of lands owned by Bucknell, thence W. 160 rods to corner, thence S. 160 rods to corner on line of Thiefall's lands, thence E. 160 rods to the Hawley place, and thence N. 160 rods to beginning. 160 1/5 acres. Consideration $2,723.50 Aug. 1857 (Ackn. Sept. 3) Recorded Oct. 14. G. Deeds, p. 93.
Executed by J. B. Bayerque & others (except A. Pico) see opposite page

Zenas Coffin.

This agreement made and entered into the 5th March A. D. 1858, between Andres Pico, of the county of Los Angeles, party of the first part, and Zenas Coffin, of the city and county of San Francisco, State of California, party of the second part, witnesseth: that the said party of the first part, in consideration of the covenants and agreements hereinafter contained, agrees to sell to the said party of the second part, all his right, title and interest in and to that certain piece or parcel of land situate in the county of Alameda, California, and being a portion of that certain larger piece or parcel of land designated and known as the lands of the former Mission of San José, and bounded and described as follows, to wit: Commencing at a Surveyor's stake which defines the S. E. corner of B. F. Bucknell's land, running thence in a southwesterly direction along the easterly line of John Thiefall's land 222 rods to a stake and mound, thence at a right angle southeasterly 288 1/4 rods to a mound, thence at a right angle in a northeasterly direction 222 rods to a stake, thence

400 acres

northwesterly along the lines of Thefall and Ricks at a right angle to the course last mentioned 288¼ rods to the point of beginning, containing four hundred acres of land, be the same more or less, for the sum of two thousand dollars. And the said party of the second part, in consideration of the premises, agrees to pay to the said Andres Pico the said sum of two thousand dollars in manner following, to wit: one thousand dollars on or before the execution and delivery of these presents the receipt whereof is hereby acknowledged, and the remaining sum of one thousand dollars, with interest at the rate of one per cent. per month, six months after the date hereof.

And the said party of the first part also agrees that, on receiving the said remaining sum with interest as aforesaid, at the time above mentioned, he will consummate and execute to the said party of the second part a certain quit-claim deed for the above described piece or parcel of land, of date 26th Sept. 1857, purporting to be made by Andres Pico, P. B. Bayerque, Joseph C. Palmer, Edward Jones, Julius K. Rose, Trustee of Virginia P. Strode, John Thompson and William Smith, to the said Zenas Coffin, and already signed and executed by all the said parties with the exception of the said Andres Pico. And it is understood that the stipulations aforesaid are to apply to and to bind the heirs, executors, administrators and assigns of the respective parties, and that in the event of a failure of the said party of the second part to pay to the said Andres Pico the said remaining sum of one thousand dollars, with interest, at the time stipulated, these presents are to be null and void, and the said Coffin is to have no claim on the said Pico for the one thousand dollars now paid on account of this agreement.

In witness whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed and sealed in presence of. Samuel Cross. } Andres Pico. [Seal]

Mem. 400 acres (not delivered.)

Deed given by all the parties. $6,000.
Sept. 26. 1857. Rec^d Dec. 5. 1857. G. 226

1857 Sept 26. J. B. Bayerque,
Joseph C. Palmer,
Edward Jones by C. W. Cook,
Julius K. Rose, trustee of V. P. Strode,
John Thompson by C. W. Cook,
to
Zenas Coffin.
} Consideration $6,000. "

Tract described in foregoing agreement.
G. Deeds. p. 226.
Executed by all the above parties.

1858 Jan. 28 Charles B. Strode,
& Virginia P. Strode
to
Zenas P. Coffin.
} Consideration, $1.

Whereas trustee has already conveyed, &c.
tract as above. G. Deeds, p 393.

Chs. C. Breyfogle. Quit-claim deed, May 7, 1856.
Beginning at a stake on the southwest side of the road leading from the Mission of San José to Union City and at the north corner of land sold to Dr Bucknell, thence N. 57° 11' W. 30 chains along the south west side of said road to a stone corner, thence S. 33° W. 66. 67 chains to a stake marked 2, thence S. 57° 11' E. 30 Chains to a stake marked 3, thence N. 33° E. 66. 67 chains to
200 acres. the place of beginning, and containing 200 acres.
True courses. Var. 16° E.

Executed by Andres Pico, Joseph C. Palmer, Edward Jones, George W. Wright by J. C. Palmer, J. B. Bayerque, Julius K. Rose, trustee for V. P. Strode, William Smith by Austin Smith.

Jan. 1858, Not recorded in County Records, Alameda County.
Deed not delivered. Received same from Mr Cook, May 11, 1859.

200 acres, at $15. $3,000. "
Payment. Note due Nov. 8, 1856, with interest
at 1 p. cent pr month, $ 1,000. "
Do. May 8, 1857, with do. do 2000. " 3,000. "

1857

1857, Feb. 15, Noted by Palmer, Cook & Co. as not completed.

Not credited in account of sales presented by Chas. W. Cook. Jany. 1858.

George de Luce. Quit-claim Deed, 1858, Jan. 21.

Description. Beginning at the N.E. corner of the land of J. Dames, being a part of the fence on the west side of the road from "Negro Corners" to San José, and 13 links N. of said Dames' enclosure, and running thence N., 8° 30' W., 16.72 chains along the west side of said road, thence S., 80° 11' W., 24.16 chains to a stake on the north side of a well hole, thence N., 53° 25' W., 15.97 chains to a stake, thence S., 5° 35' E., 28.04 chains to a stake on Dames' line, thence N., 80° 50' E., 36.65 chs. along said Dames' line to the
67.10 acres. place of beginning, containing 67.10 acres.

Courses from true Meridian. Var. 16° E.

Executed by Joseph C. Palmer, Andres Pico, C. B. Strode, Julius K. Rose, trustee for V. P. Strode, V. P. Strode.

67 10/100 Acres, at $15. 1006.50 $1,005. 15?

Signed by Andres Pico at Sacramento, Jany. 30, 1858.

1858, Feb. 1. Deed delivered to J. C. Palmer, and received from him 1/3 of the above sum as Andres Pico's immediate interest, $335.
G. Deeds, p. 691

Crayton Winton. Quit Claim Deed. May 14, 1856.

Description. (Copied from Records.)

Beginning at a stake marked O. in middle of road in front of Mission Buildings, 1.06 chs. therefrom, and in the continuation of the southern side of the road leading from said Mission to Union City, thence along the southern side of said last mentioned road S., 81° 15' W., 73 chains to stake 1, S., 84° 45' W., 10.02 chs. to stake 2, N., 89° 05' W., 17.60 chs. to stake 3, N., 70° 30' W., 17.60 chs. to stake 4, N. 68° W., 28.20 chs. to stake 5, and S., 80° 35' W., 10 chs to stake 6, thence along the brow of the hill east of Oliver French's house S., 37° 15' E., 32.85 chs. to a stake 7, thence N., 58° 30' E., 3 chs. to stake 8, thence S., 73° 15' E., 3.35 chs. crossing a creek to stake 9, thence S., 63° E., 10 chains to live

oak tree marked 10 on southern bank of said creek, thence N. 81° E. 30.30 chs. to stake 14, thence S. 86° 41' E. 16.61 chs. to stake 17, near northern bank of said creek, thence N. 77° 15' E. 4.53 chs. to stake 18 at a wire fence, thence along said fence by the following courses and distances, N. 59° 30' E. 35 links to stake 1, S. 36° E. 3 chs to stake 2, S. 46° 30' E. 4.86 chs. to stake 3, S. 54° 45' E. 5.30 chs. to stake 4, S. 84° 45' E. 7.95 chs to stake 5, N. 73° 45' E. 5.16 chs. to stake 6, N. 81° 25' E. 18.65 chs to stake 7 (at the S. E. corner of the old pasture field,) N. 83° E. 4.94 chs to stake 1, S. 82° 45' E. 4.38 chs. to stake 2, S. 76° E. 3.69 chs. to stake 3, S. 72° E. 5.18 chs. to stake 4, and N. 88° 30' E. 22.52 chs. to stake 5 at a corner of the wire fence, and on the west side of the road leading from San José Mission to City of San José, thence along the west side of said road and on a wire fence N. 14° 15' W. 35.07 chs. to stake 6, thence N. 70° E. 1 chain to stake 7 in the middle of last mentioned road,
346½ acres thence N. 12° W. 11.10 chs. along middle of said road to stake 0, the place of beginning, and containing 346½ acres.

1856, May 14 Beginning at a point where the N. side of the road leading from the Mission of San José to Union City crosses a large ditch, and which bears N. 1° 12' E. 1.53 chs. from stake marked 2, thence along the middle of said ditch N. 1° 12' E. 67.97 chs. to stake marked
Brodie H. E. 1 near the S. bank of a creek, thence N. 87° 55' E. 32.32 chains to post H. E. 2 on south bank of said creek, and at the end of a wire fence, thence S. 75° 40' E. 21.04 chs. crossing and recrossing said creek to post H. E. 3, on south side of said creek and at a corner of wire fence, thence N. 63° 40' E. 13.56 chs. to stake H. E. 4, thence S. 29° 30' E. 21.65 chs. to stake H. E. 5, and S. 37° 30 E. 7.14 chs. to post H. E. 6, thence N. 82° 35' E. 18.67 chs. to post H. E. 7, thence N. 30° 40' E. 7.97 chs. to stake H. E. 8, thence S. 23° E. 36.62 chs. to stake H. E. 9, thence S. 84° W. 10.85 chs., thence S. 80° 30' W. 9.25 chs., thence N. 6° 30' W. 45 links to a stake, thence S. 85° 30' W. 6.69 chs., thence N. 12° W. 3.12 chs., thence S. 81° 15' W. 72.93 chs., thence S. 74° 9.74 chs. to the place
395 acres of beginning, and containing 395 acres.

Both deeds executed by, Andres Pico by Ramon de Zaldo, J. C. Palmer, Edward Jones, J. B. Bayerque, Julius K. Rose, trustee of W. P. Strode, William Smith by Austin Smith.

395 acres,	at $10.		$3,950. –
Payment.	Note due Dec. 26, 1856,	$1,975. "	
	" " " 26. 1857,	1,975. "	$3,950. –
			Credited

Credited in Account of Sales presented by Chas. W. Cook, Jany. 1858, and stated as follows:

700 acres for $3,950.

Recorded in County Records, Alameda County.

One deed, 346 1/2 acres. Consideration $3,465.

one deed 395 " " 3,950.

E. Deeds, p. 395, 346 1/2 acres.

E. Deeds. p. 397, 395 acres.

July 2, 56

1857, Jan. 31, Conveyed by Crayton Winton to N. G. Ellsworth. 346 1/2 acres.

" March 24, " " " " " " " " 395 "

John Wilson. Quit-claim deed, 1856, May 14.

Description: Beginning at a stake marked **B** and **W**, planted for the northern corner of Bacon's tract, and standing on the southwestern side of the road leading from the Mission of San José to Union City, thence S. 33° W. 52.82 chs. along said Bacon's northwestern boundary to a stake marked **W B** and **N** at Joseph Newsham's north eastern line, thence along said Newsham's north eastern line, N. 57° 11' W. 19 chs. 63 links to a stake marked **W + N** at said Newsham's northern corner, thence N. 33° E. 52.82 chs. to a stake marked **W** on the southwestern side of the before named road, thence along the southwestern side of the said road S. 57° 11' E. 19.63 chs. to the place of beginning, containing 103 2/3 acres.

103 2/3 acres

Executed by, Andres Pico by Ramon de Zaldo, Joseph C. Palmer, Edward Jones, A. B. Bayerque, Julius K. Rose, trustee of V. P. Strode, William Smith by Austin Smith.

103 2/3 acres

Not credited in Account of Sales presented by Chas. W. Cook, Jany. 1858.

Not recorded in County Records, Alameda County, Jany. 1858.

Deed not delivered. Rec^d. same from C. W. Cook, May 11, 1859.

Bacon. Quit-Claim deed. 1856, May 15.

Description: Beginning at a stone planted for the northern corner of Robert Blaco's land, and standing on the southwestern side of the road leading from the Mission of San José to Union City, thence S. 33° W. 52. 82 chs. along said Blaco's northwestern boundary to a stake marked **B** and **N**. at Joseph Newsham's northeastern line, thence along said Newsham's northeastern line N. 57° 11' W. 19. 62 chs. to a stake marked **B W** and **N**. at the southeastern line of land occupied by Wilson, thence along the last mentioned line N. 33° E. 52. 82 chs. to a stake marked **B** and **W** on the southwestern side of the before named road, thence along the southwestern side of said road, S. 57° 11' E. 19. 62 chs. to the place of beginning, containing 103 2/3 acres.

Executed by, Andres Pico by Ramon de Zaldo, Joseph C. Palmer, J. B. Bayerque, Julius K. Rose, trustee of V. P. Strode, Wm. Smith by Austin Smith.

103 2/3 acres. at $ ——

Not credited in Account of Sales presented by Chas. W. Cook, Jany. 1858.

Not recorded in County Records, Alameda County, Jany. 1858.

Deed not delivered. Received same from C. W. Cook, May 11, 1859.

John Valpy. Quit-Claim Deed. 1856, May 10.

Description: Beginning at a stake marked 217, indicated as station 217 on the Map of San José Mission Lands, and from which a marked Sycamore, 3 feet diam., bears N. 36° 30' W. 44 links, thence N. 57° E. 22. 13 chs. to a stake marked **V** and 216, thence S. 33° W. 16. 57 chs. to a stake marked **V** and **G** at Gould's eastern corner, thence N. 57° W. 29. 59 chs. along said Gould's northeastern line to a stake marked **V** and **G** at the wire fence on the northwestern boundary of the Mission tract, thence along said wire fence, N. 44° 05' E. 16. 89 chs. to a stake marked **V**, thence S. 57° E. 4. 20 chs. to the place of beginning, containing 46. 34 acres.

Executed by, Andres Pico, Joseph C. Palmer, Edward Jones, J. B. Bayerque.

Julius K. Rose, trustee of V. P. Strode. John Thompson by C. W. Cook. William Smith by Austin E. Smith.

46 34/100 acres. $695.

Not credited in Account of Sales presented by Chas. W. Cook, Jany. 1858.

Not recorded in Records of Alameda County, Jany. 1858.

Deed not delivered. Received same from C. W. Cook, May 11, 1859.

School Warrants. Mission Lands.

N. G. Ellsworth to G. L. Beard. (or E.) } Gives power of attorney to locate School Warrants to the extent of 320 acres.
Mar. 27/57, Recorded Mar. 27/57, Miscellaneous Records, p. 229.

N. G. Ellsworth to E. Bosqui. } Gives similar power. 480 acres. same dates. Miscel. Records, p. 230.

Ellsworth's Warrants, Book School Lands, p. 12.

Warrant No. 213, N 1/2 Sec. 1. 320 acres
" " 59. S 1/2 " 4. 160 "
" " 60, N.E. 1/4 " 21. 160 "
March 31, 1858.
(Presumed that the above cover Ellsworth's own tract?)

E. L. Beard's Warrants, Book School Lands, p. 14.
March 30 and April 2, 1857.

Warrant No. 320 acres.
" " 320 "

Zenas Coffin. Book School Lands, p. 16.
" " 160 acres.
" " 160 "
" " 160 "
(same date as Beard's recording.)

E. Bosquei's Warrants. School Lands, p. 18.
Warrant No. 320 acres.
" " 160 "
Recorded all at same date: and request of Ellsworth.

Total number of acres covered by Warrants — 2140 acres.

Geo. A. Lloyd.

1859 Jan. 11 Quit-Claim Deed by Andres Pico, by his attorney John P. Brodie, Addison N. Crane and Jules Bayerque.

Description: Commencing at S.W. corner of land known as Carey's land on the N. side of the road leading from Alvarado to the Mission of San José in the County of Alameda, and between the the villages of Alvarado and Centreville, at a point where the said land intersects the said road and where the land claimed by Geo. A. Lloyd also intersects said road westerly of the house where said Lloyd now resides, and running thence N. 28° E. to the channel of the Alameda Creek, thence up the centre of said creek in a southerly direction to a post and wire fence on the northwesterly line of land claimed and occupied by Joseph Sweetser, distant on a strait line from said north line above described, 28° E. 73 rods. thence S. 2° E. along said Sweetser's northerly line until it intersects the road leading from Centreville to Vallejo's Mills, thence S. 61° W. along said last mentioned road 46 rods to the northerly line of the road leading from Alvarado to the Mission of San José, at the intersection of the northerly line of the road leading from Vallejo's Mills to Centreville with the road leading from Alvarado to the Mission of San José, thence along said road last mentioned in a westerly direction on the northerly line of said road 118 rods to the place of beginning, and containing 115 acres, more or less.

Executed by, Andres Pico by John P. Brodie, A. N. Crane.

Geo. A. Sloyd. 115 acres. for $1,600. "

Received Cash for 1/3 of A. Pico. $533. "

H. Deeds, p. 552.

Reuben Z. Clements.

Quit-Claim by Andres Pico by John P. Brodie, Att'y. J. B. Bayerque and Julius K. Rose, trustee for Mrs Strode.

Description: On N. side of Alameda road, opposite brick church in N.E. corner of Section 30, having a frontage of 475 feet by depth of 400 feet, said land being bounded on S.E. by land of Jas. Beazel, on S.W. by Allen Frefy, on N.W. by William Hopkins, containing $4\frac{36}{}$ acres.

Executed by, Andres Pico by John P. Brodie, J. B. Bayerque. Julius K. Rose, Trustee for V. P. Strode.

4 acres,	for	$180. "
Less, paid J. K. Rose, for 20 p. cent interest of Mrs Strode.		36. "
To be divided by Pico and Bayerque.		Rec'd. $144. "

H. Deeds, p. 657.

Conveyances by Julius K. Rose, Trustee of V. P. Strode.

To be located so as to be of fair, equal, average value, of entire interest of Strode in the two tracts, mortgaged by Horner.

1858		
Nov. 9	To O. F. Cipriano,	24 1/8 acres
" "	To Murray & Morrison,	29 "
" "	To George T. Knox,	73 "
" "	To Wm. B. Mc Murtrie,	29 1/2 "
" 15	To Patrick F. Kane,	90 "
" 13	To David Register,	50 "
" 9	To Edwin Bryant.	64 "
		359 5/8 acres.

Recited in above deeds that Mrs Strode claims an undivided interest in the two tracts, equal to 1200 acres, more or less.

Interest of William Smith, supposed to be the following:

Broder, Sheriff
to
Wm. Smith } Oct. 18, 1855.

On Judgment in 3d District Court, Aug. 22, 1854, in cause William Smith vs Chas. B. Strode.

Purchase money $2,400.

All that tract, etc. being an equal undivided third part of a certain parcel of land bounded, &c., beginning from point of fence of N. C. Smith nearest the embarcadero on the road leading from Union City to the Mission of San José, then following the main road in the direction of said Mission one mile, from thence westwardly one mile, thence in a line parallel to said road and said first line one mile, thence to starting one mile, being a square of one mile each way, excepting 160 acres within said boundaries in possession of N. C. Smith.

D. Deeds, p. 690.

Copy of Agreement between Palmer, Cook & Co. and Andres Pico, April 5, 1856.

This Agreement made the fifth day of April, A.D. 1856, by and between Palmer, Cook & Co., of the City of San Francisco in the State of California, parties of the first part, and Andres Pico of Los Angeles, party of the second part: Whereas the parties of the first part are owners of the one undivided half share or interest of the tract of land, in the County of Alameda, called the Mission Lands of San Jose, granted by the Mexican Government to Juan B. Alvarado and the said Andres Pico, supposed to contain in the entire tract twenty five thousand acres, by their purchase of the right and interest of the said Alvarado, but which half share includes and is subject to the claim of the said parties of the first part to the one fifth thereof under the hereinafter referred to alleged agreement between Alvarado and Pico and Messrs Weller and Jones, now held by the parties of the first part:

And also to an interest equal to two thousand acres out of the share of the said Pico, in consequence of his sale of that quantity to one W. R. Bassam, also now held by the said parties of the first part:

And whereas the said Andres Pico has an undisputed right

and claim to the other equal undivided half of the said tract, (less the two thousand acres thereof sold by him, as aforesaid, to the said Bassam) but subject to a claim of one fifth of the interest in said tract now held by the said parties of the first part under and in consequence of an alleged agreement heretofore made by the said Alvarado and Pico with Messrs Weller and Jones, but which the said Pico claims to be void and of none effect, and which he expressly disavows as not being binding or obligatory upon him, or as in any manner affecting his claim and interest in any of said lands.

And whereas the parties hereunto deem that it will be for their mutual benefit to sell and dispose of certain portions of the said lands, therefore it is hereby agreed by and between the said parties hereunto as follows, to wit:

That when by mutual consent and agreement any parts or portions of the said tract shall be sold and disposed of, the proceeds of such sales shall be disposed of, divided and held as follows, that is to say:

That the said parties of the first part shall be entitled to hold and receive as follows:

Fifty per centum of the receipts, as the assignees of the right and interest of Alvarado, say p. cent. 50. - - - - - - - - - - - 50

Eight per centum of the receipts as the owners of the right and interest of Bassam under the sale of 2000 acres to him by the said Pico, say - - - - - - - - - - - - - - 8

That the said Andres Pico is in like manner to hold and receive thirty two per centum of the receipts as being his undisputed interest, say. 32

The remaining ten per centum of the receipts, being the amount claimed out of the share or interest of the said Pico by the parties of the first part as holders of the claim of Messrs Weller and Jones under the said alleged agreement between them and Alvarado and Pico, but which is disavowed and disallowed by the said Pico, shall be held on deposit by the Banking firm of Palmer, Cook & Co., to await any final agreement between the parties in relation thereto, or the result of any judicial proceedings growing out of such agreement, and for which amount so to await such agreement or judicial decision, the said Palmer, Cook & Co. shall give such certificates and acknowledgements as shall be right and proper to shew that they hold the same in trust for such purpose, 10

and as will secure to said Pico, his heirs or assigns, the payment of the sums or any portion thereof, as he may be eventually entitled to, either by such agreement or judicial decision.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Palmer Cook & Co
Andres Pico
by Ramon de Zaldo
Atty in Fact

Seal.
Seal.

Classification of Prices and Payments -
Lands. Mission of San Jose.

Class.	Price per Acre.	Cash or equivalent.	Payable Jan'y, 1862, with 1% per mo. Int.	Payable Jan'y. 1863, with 1% per mo. Int.	When patent is issued, without Interest.	
No. 1.	$15.-	$3⅓	$3⅓	$3⅓	= $5.-	= $15.-
2.	12.-	2⅔	2⅔	2⅔	4.-	= 12.-
3.	9.-	2.-	2.-	2.-	3.-	= 9.-
4.	6.-	1⅓	1⅓	1⅓	2.-	= 6.-

Explanations.

In respect to the Tract embraced by the purple lines situate East of the Road passing through the Old San José Mission.

1857. June 26th L. C. Palmer, J. B. Bayerque by J. Mora Moss, and Edward Field, in consideration of $4,000, conveys to H. G. Ellsworth a tract "commencing at a point on "the South East bank of the Arroyo Alameda where the "Road from Oakland to San José passing through the "Mission of San José crosses said Arroyo, thence "passing up said Arroyo to the line between the lands "of the said San José Mission and those of Antonio "Suñob; thence along said line Southeasterly to the line "segregating the lands of the said Mission and those "of Higuera called Agua Caliente, thence along said "line Northwardly to the point where said line "crosses the aforesaid Road, thence along said "Road to the place of beginning; containing by "estimation 3,800 acres more or less".

1857. July 24th Ramon de Valde for Andres Pico in consideration of $2,700 by Quit claim deed conveys to Crayton Hinton "so much of the Ex Mission lands "as is situate and included within the following "lines and boundaries, to wit - Beginning at a "point on the South bank of the Arroyo Alameda "where the Easterly line of the County Road from "Oakland to San José passing through the Mission "of San José crosses the said Arroyo, thence with "the meanders of said Arroyo up stream to "where the line of the said lands of the Ex Mission "of San José joins the lands of Antonio Suñob; thence "with the line separating the said Mission lands from "those of the said Suñob Southeasterly to the point "where the said line of the Mission lands intersects "the line separating the said Mission lands from those "of Higuera designated as "Agua Caliente"; thence "Northwesterly with the line between the Mission lands "and those of said Higuera to the point where the said "line is intersected by the said East line of of the "County road from Oakland to San José which passes "through the Mission of San José, and thence up with "according to the East line of said road to its intersection "with the Arroyo Alameda at the place of beginning;

"Excepting, reserving and excluding from said thus described "tract all such parts or portions thereof as may be "included in or embraced by the lines and boundaries "of the two tracts or parcels of land hereinafter particularly "described and mentioned that is to say in a tract "described in No. 18 Charles W. Rand No. 17 Edward P. Folger - "It being expressly understood that this is a "conveyance of all the right, title, interest and estate "of the party of the first part in and to all "said portion of the lands of said Mission "situate East of the Road aforesaid, as are "not included in the lands excepted"

1857. July 25th H. G. Ellsworth in consideration of $5,000, conveys to Zenas Coffin all his title to the lands conveyed by the deed to him of 26th June 1857 from Palmer, Bayerque and Field.

1857. July 30th Crayton Winton in consideration of $2,700, conveys to H. G. Ellsworth all his title to the lands mentioned in the deeds from De Zaldo of 24th July, without making any reservations.

1857. July 31st H. G. Ellsworth in consideration of $2,700, conveys to Zenas Coffin all his title to the lands described in Winton's deed to him of 30th July.

1857. October 28th Zenas Coffin in consideration of $8,000, conveys to Elias L. Beard, as containing 2,000 acres, more or less, a tract described as "Commencing "at a post where the road running from "San José on the Old Telegraph Line crosses "the Arroyo Alviso; thence up the Arroyo "in an Easterly direction continuing to the "dividing line between the lands of Antonio "Suñol and the lands of the Mission of San "José; thence running Northwardly along said "Mission and Suñol line to the road running "from San José to the San Joaquin Valley; thence "Southwesterly along the centre of said road to "the place of beginning, containing 2,000 acres, "more or less. Excepting the land lying South "of the North Adobe wall surrounding the San "Cayetano Vineyard deeded by Charles W. Rand "to said Coffin and containing about 50 acres"

1858. May 28th E. L. Beard in consideration of $1,000 conveys to H. G. Ellsworth the tract "Bounded on the North "by the lands South of and adjacent to the Stone

"of Howard and Co. at the Mission of San José
"and by the Adobe wall which forms the southern
"enclosure of the Old Mission Orchard and by the
"south line of the land which has been planted
"with grapes the present year by the said party of
"the second part. On the East by the Meridian
"Line of the U.S. surveys which crosses Mount Diablo;
"On the south by the rivulet or stream which waters
"the vineyard and orchard occupied by Elizabeth Chamberlin;
"following said stream for a boundary up to the
"point where it enters the enclosure or passes
"the wall of said vineyard, and thence following
"the said wall or enclosure of said orchard
"or vineyard to the North East corner thereof;
"and thence following said wall westerly down to
"the road leading from Stockton to San José,
"and thence along the centre of said road and
"northerly to the place of beginning, and containing
"twenty acres more or less.

1858. Nov. 4th H. G. Ellsworth in consideration of
$7500, conveys to Elias L. Beard the tract "Beginning
"for a boundary in the centre of the highway which
"passes in front of the Mission Church and in front
"of the Store of Messer and McClure and a point
"in the centre of said highway which shall be
"due west from the west end of the fence
"which encloses the south side of the lane
"passing in the south side of said store, and from
"said point of beginning running East to the said
"West end of said fence, and thence Easterly
"along said fence and along the Adobe wall
"enclosing said Orchard and Vineyard to the South
"East corner thereof; thence in a northerly direction
"along the Adobe wall enclosing the same to the
"Northeasterly corner thereof; thence westerly
"along the Adobe wall and board fence enclosing
"the same, and the continuation of said wall
"and fence to the centre of said highway, and
"thence southerly along the centre of said highway
"to the place of beginning: Excepting therefrom the Mission
"Church and six rooms adjacent thereto on the South,
"and also excepting the Cemetery or yard the width

"of said Church and adjacent thereto on the North
"as the same is now enclosed, containing after deducting
"said reservations, 70 acres of land more or less"—

NOTE. The last described tract appears to be a part of so much of the Tract of 395 acres conveyed to Clayton Winters on the 14th May 1856, and by him conveyed to H. G. Ellsworth on the 24th March 1857, situate East of the road, as is embraced by the old Orchard, &c.

Richard Threlfall — Quit Claim Deed, October 16, 1860.

Description. Beginning at a stake marked J. & W. on the south west corner of land of John Threlfall and south east corner of land of Otho Morgan, and running thence N. 57° W along south west boundary of land of Otho Morgan and Demmard and Drophy, 370 rods, thence N. 33° E. along north west boundary of said Demmard and Drophy, 160 rods to corner of land occupied by Echard and Bamber, thence N. 57° W. 51½ rods to corner of land of Golan and said Bamber, thence S. 33° W. along line of said Golan, 310 rods to land conveyed to Mayhew and now owned by Forbes, thence S. 57° W. along lands of Forbes, Moore and Lynch to corner of lands of Lynch and Osgood and Babb, 371½ rods, and thence N. 33° E. 150 rods to the place of beginning, 400 acres containing Four Hundred acres be the same more or less.

Executed by Andres Rio, of Los Angeles, by his Attorney in fact, John P. Brodie, J. B. Bayergue by his Attorney in fact J. Nora Moss, Virginia P. Strode by her Attorney in fact Samuel Soule, William Smith by his Attorney in fact Austin E. Smith, and John Thompson by his Attorneys in fact Charles W. Cord & J. Nora Moss.

400 acres $3,300.—

Payment -	Cash	$733.34	
	Note Jan 1, 1862, 1% Int. Pm	733.33	
	" Jan 1, 1863, 1% Int. "	733.33	
	" On Granting of Patent by U. S. Government	1,100.—	$3,300.

John M Horner
to
John J. Riser } Quit Claim Deed August 13, 1854.

Description: — Commencing at the North Eastern corner of Section Fifth, so marked, numbered and shown by existing maps of surveys of the lands by Mission de San Jose in the year 1850, thence running southerly towards the Bay of San Francisco, Eighty Rods; from thence at right angles westerly One Hundred and Fifty Rods; thence at right angles northerly Eighty Rods; thence at right angles easterly One Hundred and Fifty rods to the place of beginning

Recorded in Alameda County Records, Sept. 23, 1854.

Nov. 24, 1860. Albert E. Field — Quit Claim Deed — by Andres Pico by his Attorney John P. Brodie, J. B. Bayerque by his Attorney J. Mora Moss, Virginia P. Stode by her Attorney Samuel Soule, William Smith by his Attorney Austin E. Smith, John Thompson by his atty Chas. W. Cook and J. Mora Moss.

Description — Commencing at a point in the middle of road near the N.E. corner of a tract of land in Washington Township and County aforesaid, occupied by
43 Acres. Wheeler as a pasture, thence North 24° West 42.30 chains, thence south 79° 30' West following the southerly line of land occupied by Denmark 10.20 chains, thence S. 24° East 42.30 chains to middle of road, thence north 79° 30' East 10.20 chains to place of beginning, containing 43 acres, be the same more or less.

Consideration	43 acres	@ $12		$516.
			20% Off	$412.50

Cash (or equivalent) $275.50 ~~$250.50~~ 422.50
On Granting of Patent 137.— ~~Note 172.~~ $412.50
25
422

Hiram W. Jones — Quit Claim Deed — dated December 5, 1860.

Description — Commencing at the S.W. corner of land of John J. Riser, being also the N.W. corner of land of W. Miller; thence 57° 11' E. along line of said Miller to the land of B. Tolan; thence northerly along line of said Tolan to S.E. corner of land of said Riser, and thence along the line of said Riser to the place of beginning, and containing 80 acres, be the same more or less.

80 Acres

Executed by same parties as last.

Consideration — $840.

Payment	Cash	$186.67.	
	Note due January 1, 1862	186.66	Int. 1% per mo.
	" " " 1, 1863.	186.67	
	Note due 1 mo after granting of U.S. Patent	280.—	$840

Josiah B. Tolin — Quit claim Deed — dated December 7, 1860.

Description: — Commencing at a point bearing N. 57° 15' W. distant 93.33⅓ chains from Otho Morgan's N.E. corner, being the N.W. corner of J. Threlfall's land; thence S. 32° 45' W. 80.40 chains to a wire fence; thence following said wire fence N. 57° 15' W. 22.75 chains, to a board fence; thence following board fence aforesaid, N. 31° 5' E. 43.15 chains to a stake; thence N. 28° 30' E. 37.33 chains to a stake; thence S. 57° 15' E. 26.66⅔ chains to place of beginning, containing 194 64/100 acres, be the same more or less.

194 64/100 Acres

Executed by same parties as last

Consideration $1,321.80

Cash	$440.60		
Note due Jany 1, 1862	440.60	Int. 1% per mo.	$1,321.80
" " " 1/63	440.60		

S. J. Marston — Quit claim Deed — Dated Dec. 7, 1860.
Description — Commencing at the N.E. corner of land occupied by S. J. Marston at the point at which the road leading from Mayhew's Landing intersects the road leading from Alvarado to San Jose, Thence S. 30½° W. along western line of road to Mayhew's Landing 29.12 chains; Thence S. 33° W. 51 chains to stake on western line of said road; Thence N. 56° W. 26.17 chains
147 85/100 acres to wire fence on line between said Marston's and Alma's land, being J. Valpey's and S. J. Marston's common corner; Thence N. 43¾° E. 81.56 chains to section line of Alvarado and San Jose road; Thence S. 57 E. along said line 9.90 chains to place of beginning, containing 147 85/100 acres, be the same more or less — as per survey made by E. H. Dyer (No. 298) April 2, 1860.

Executed by same parties as last

Consideration $2205.

Cash,	1538.34	
Note due Jany 1, 1862, Int 1% per month	333.33	
" " Jany 1, 1863 " " " "	333.33	$2205

Geo. Popper — Quit Claim Deed — Dated Dec. 14, 1860.
Description. — Commencing at S. J. Marston's N.E. corner, Thence following southerly line of County Road S. 57° E. 16.31 chains; Thence leaving said road and following a fence S. 33½° W. 7.51 chains; Thence following a fence N. 57° W. 16.43 chains to S. J. Marston's line; Thence
12 29/100 acres following said Marston's easterly line N. 34° E. 7.51 chains to place of beginning, containing 12 29/100 acres, be the same more or less — as per survey made by E. H. Dyer of Alameda County, (No. 333.) Dated Dec. 12, 1860.

Executed by same parties as last.

Consideration 12 acres @ $ — $140.

Charles D. Cushman — Quit claim deed — Dated Dec. 19, 1860.

Description — Commencing at a point near Capt. Marston's W. line about 6 chains S. of Centreville and San Jose road, said point bears from the S.W. corner of Maj. N. Hamilton's Office S. 4° W. distant 5.50 chains, and from the S.W. corner of Mrs. Forrest's House S. 45¾° E. distant 5.85 chains; thence S. 4 chains; thence W. 5 chains; thence N. 4 chains; thence E. 5 chains to place of beginning, containing 2 acres be the same more or less — Being the tract now occupied by said Charles D. Cushman.

2 acres

For correct survey see description Page No 60.

Consideration ——————— $1.

David J. Walker ——— Quit claim deed ——— Dated Dec. 21, 1860.

Description — Commencing at the N.E. corner of a tract of land conveyed to D. J. Walker Nov. 24, 1860, by A. E. Field: the S.W. corner of Denmark's House bearing from this point N. 27¼° E. distant 1.04 chains; thence S. 80° 50' W. at 16.50 chains, intersects a line running S. 57° 10' E. distant 63.00 chains from John Thirfall's N.E. corner, being the northerly line of Lot No. 222, according to plan of Mission tract 39.18 chains to a stake on easterly line of land occupied by Mr. David, being the N.W. corner of a tract of land conveyed to D. J. Walker by Geo. Palmer Nov. 24, 1860, — making this Station No 1; thence S. 34° 52' E. 28.84 chains; thence N. 36½° E. 26.20 chains; thence S. 24° E. 34.30 chains; thence N. 79½° E. 10.20 chains; thence S. 23¼° E. 40.85 chains; thence S. 81¼° W. 42.70 chains; thence N. 21½° W. 82.00 chains; to (Station No 1,) place of beginning, containing 240 60/100 acres, be the same more or less — (as per survey No. 355, made by E. H. Dyer of Alameda County, dated December 13, 1860.)

240 60/100 acres

Consideration ——————— $1,230.

Cash	$50.	
Note due January 1, 1862	496.66 - 1% per mo.	
" " do 1/1863	273.34 - 1% per mo.	
Note due on issuance of U.S. Patent	410.	$1230

Orin Wilson — Quit-claim Deed — Dated Dec. 21, 1860.

Description — Commencing at J. S. Walker's S. W. corner, thence S. 79¼° W. 86.18 chains to a stake marked O.W. (marking this point Station No. 1.); Thence S. 23° 35' W. 29.98 chains to a stake; thence N. 57° 50' W. 35.85 chains to a point and stake marked O.W. standing at the margin of Salt Marsh; thence N. 17½° E. 43.81 chains to a stake; thence S. 41¼ E. 44.34 chains to (Station No. 7.) place of beginning, containing 136 21/100 acres, be the same more or less (as per survey No. 356, made by E. W. Dyer of Alameda County - dated December 13, 1860.)

136 21/100 acres.

Consideration — $1.021 56/100

Cash	$50.–	
Note due January 1, 1862,	404.03	1% p. mo. int.
" " do 1, 1863,	227.01	1% do
Note due 1 mo. after issuance of U.S. Patent.	340.57	$1.021. 56/100

Charles D. Cushman — Quit-claim Deed — Dated Dec 26, 1860.

Description — Commencing at a point near Capt. J. S. Marston's westerly line about 6 chains south of Centreville and San Jose Road; said point bears from the S. W. of Maj. N. Hamilton's Office S 38° W distant 5.50 chains, and from the S. E. corner of Mrs Torrey's house S. 13¾° E. distant 5.85 chains; Thence S. 32° W. 4.00 chains; Thence N. 58° W. 5.00 chains; Thence N. 32° E. 4.00 chains; Thence S. 58° E. 5.00 chains to place of beginning, containing 2 acres, be the same more or less - (as per survey No. 275, made by E. W. Dyer of Alameda County - dated October 22nd 1859 (same).

2 acres

See Page No. 59 - Deed Dated 19th Dec. registered but not executed - error in description.

Consideration — $1.

Virginia P. Strode
to
D. Mora Moss } Power of Attorney — Dated November 3, 1860.

Know all men by these presents that I, Virginia P. Strode late of the City and County of San Francisco State of California; now of Marengo County State of Alabama, and widow of the late Charles B. Strode; have made constituted and appointed and do by these presents make constitute and appoint D. Mora Moss of said City and County of San Francisco, my true and lawful Attorney in fact, for me and in my name place and stead, to enter upon or into and take possession of the following described lands, to wit, The first tract or parcel bounded on the North by the Union City road; on the West by a post and wire fence; on the South by the Bay of San Francisco; and on the East by a post and wire fence, and containing nine thousand acres (9.000) more or less. The second tract or parcel bounded as follows; On the South by the Union City road; on the East by a post and wire fence and post and rail fence, on the claim of Flint, Peabody & Co.; on the North by the claim of E. Marshall & Chaney; and on the West by the public road, containing four hundred and fifty acres, more or less; said two tracts or parcels of land being a part of the same land mortgaged by John W. Horner to Charles B. Strode by mortgage deed bearing date September 7th A.D. 1853; and to grant, bargain and sell the same or any part or parcel thereof, for such price or sum and on such terms as to him shall seem meet; and for me and in my name to make, execute acknowledge and deliver good and sufficient deeds and conveyances for the same in my name; hereby notifying, confirming and holding valid all that my said Attorney shall lawfully do by notice of these presents.

Power of Attorney to D. Mora Moss

In Witness whereof I have hereunto set my hand and seal this 3rd day of Nov. in the year of our Lord One thousand eight hundred and Sixty.

Signed, sealed and delivered
in the presence of
H. W. Hatch } Virginia P. Strode
Nov. 3d 1860 Justice of the Peace
Marengo Co. Ala.

(over)

State of Alabama
Marengo County

I, Thos. J. Skinner an acting justice of the peace in and for said County do hereby certify that Virginia P. Strode whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of Novr. 1860.

Thos. J. Skinner
Justice of the peace
For ein Marengo Co.

The State of Alabama
Marengo County

I, Jarvis A. Young, Clerk of the probate court of said County (which is a court of record) hereby certify that Thomas J. Skinner whose genuine signature appears to the foregoing certificate is and was at the date thereof an acting Justice of the Peace in and for said County & State duly commissioned & sworn and that his official acts as such are entitled to full faith & credit

Given under my hand & the Seal of said court at Linden this the 8th day of November A.D. 1860.

Jas. A. Young, Clk.

I, James A. Young presiding & sole Judge of the Probate Court of the County of Marengo in the State of Alabama which court is a court of record, do hereby certify that James A. Young Esquire whose genuine signature appears to the foregoing attestation is and was at the date thereof Clerk of said Court and that his said certificate is in form of Law

Given under my hand this the 8th day of November A.D. 1860.

Jas. A. Young, Judge.

Memo: — James —

Examine thoroughly into Conveyances in case he ever comes into possession.

Power of Attorney David J. Walker to Sam'l H. Parker.

Know all Men by these Presents, That I, David J. Walker of the County of Alameda in the State of California have made, constituted and appointed, and by these presents do make, constitute and appoint Samuel H. Parker of the City and County of San Francisco in said State, my true and lawful Attorney for me and in my name, place and stead, to settle and arrange with any and all persons claiming an interest in the real estate I now occupy in said County of Alameda with power to execute all papers of every name and nature that may be necessary in the premises, also giving my said attorney full power to defend all suits in relation to the same, and perform all acts in relation to said estate during my absence from the State that I might do if present, Also giving my said Attorney full power and authority to mortgage any real estate that may be conveyed to me in said County of Alameda, and power to make any and all promissory notes that he may deem proper, and to make execute, acknowledge and deliver in my name any Deeds to mortgages that may be necessary in the premises —

Giving and Granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In Witness whereof, I have hereunto set my hand and seal this 30th day of

November One thousand eight hundred and fifty -

Signed, sealed and delivered in presence of

(Signed) Gustavus W. Clapp.

(Signed) D. J. Walker. (Seal)

State of California
City and County of San Francisco } S.S.

On this thirtieth day of November A.D. One thousand eight hundred and fifty before me, F. J. Thibault, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared David J. Walker whose name is subscribed to the annexed instrument as a party thereto, who is personally known to me to be the individual described in and who executed the said annexed instrument, and the said David J. Walker duly acknowledged to me, that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year last above written.

Seal.

(Signed) F. J. Thibault
Notary Public.

J. Beazell ——— Quit-claim deed ——— Dated January 25, 1861.
Commencing at a point on the southerly line of road leading from Alvarado to San José, via Centreville, said point bears from the N. E. corner of S. J. Marston's land S. 57¼° E. distant 18.50 chains; thence following line of road aforesaid S. 57¼° E. 3.26 chains to J. Salz' N. W. corner; thence S. 32° 45' W. 6.06 chains to a stake; thence N. 57¼° W. 4.02 chains to a stake; thence N. 32° 45' E. 4.54 chains to Stevens' S. W. corner; thence following Stevens' line S. 57¼ E. 74/100 chains; N. 32° 45' E. 1.52 chains to place of beginning, containing 2 33/100 acres, be the same more or less - as per Survey No. 362, made by E. H. Dyer of Alameda County, dated January 22, 1861.

2 33/100 Acres

Executed by Andres Rico by his Attorney in Fact John P. Brodie, L. B. Bayerque by L. Mora Moss, Virginia P. Strode by L. Mora Moss, William Smith by Austin F. Smith, John Thompson by Chas. W. Cook and L. Mora Moss.

Consideration Cash $15 per acre $34.95/100

J. Salz. ——— Quit claim Deed, ——— Dated January 25, 1861.
Commencing at J. Beazell's N. E. corner, thence following the southerly line of the road leading from Alvarado to San José, via Centreville, S. 57¼° E. 74/100 chains to W. Milton's N. W. corner; thence S. 32° 45' W. 6.06 chains to a stake; thence N. 57¼° W. 74/100 chains to J. Beazell's S. E. corner; thence following said Beazell's easterly line N. 32° 45' E. 6.06 chains to place of beginning containing 46/100 acres, be the same more or less, - as per Survey No. 363, made by E. H. Dyer of Alameda County dated January 22, 1861.

0 46/100 Acres

Executed by same parties as last.

Consideration $15 per acre Cash $ $6.90/100

William Milton. —— Quit-claim Deed —— Dated January 25, 1861.
Commencing at J. Saltz N.E. corner, thence following the southerly line of the road leading from Alvarado to San Jose, via Centreville S. 57¼° E. 3.49 chains to E. Milton's N.W. corner; thence S. 32°45' W. 6.06 chains to a stake, thence N. 57¼ W. 3.49 chains to J. Saltz S.E. corner, thence following said Saltz easterly line N. 32°45 E. 6.06 chains to place of beginning, containing 2 1/100 acres by the same more or less — as Survey No. 364, by C.H. Dyer, Jany 22/61
2 1/100 Acres
Executed by same parties as last.

Consideration — $15 per Acre — Cash — $31 65/100

Charles Milton —— Quit claim Deed —— Dated January 25, 1861.
Commencing at W. Milton's N.E. corner, thence following the southerly line of the road leading from Alvarado to San Jose, via Centreville S. 57¼° E. 3.03 chains to D.C. Fressy's N.W. corner; thence S. 32.45 W. 6.06 chains to a stake; thence N. 57¼ W. 3.03 chains to W. Milton's S.E. corner; thence following said Miltons easterly N. 32°45' E. 6.06 chains to place of beginning, containing 1 83/100 Acres be the same more or less — as per survey No. 365, made by C.H. Dyer of Alameda County, dated Jany 22/61.
1 83/100 Acres.

Executed by same parties as last.

Consideration — $15. per Acre. — Cash — $27 45/100

J. A. Prefry ——— Quit-claim deed ——— Dated, January 28, 1861

Commencing at C. Hilton's N.E. corner; thence following the Southerly line of the County road leading from Alvarado to San Jose via Centreville S. 57¼° E. 4.24 chains to Mrs Griffin's N.W. corner; thence S. 32° 45' W. 6.06 chains to a stake; thence N. 57¼° W. 4.24 chains to C. Hilton's S.E. corner; thence following said Hilton's easterly line N. 32° 45' E. 6.06 chains to place of beginning, containing 2 5/100 acres, be the same more or less — as per Survey No. 366, made by E. H. Dyer of Alameda County, dated January 22, 1861.

2 5/100 acres

Executed by same parties as last.

Consideration — $15. per acre — Cash $37.50/100

Know all Men by these Presents: —
That I, John P. Brodie, of the City and County of San Francisco, and State of California, by virtue of the power and authority to me given, in and by the Letter of Attorney of Andres Rico, of the County of Los Angeles and State aforesaid — recorded in the Office of the County Recorder of Alameda County on the fifteenth day of January A.D. 1859 in Book A. of Powers of Attorney upon pages 52 & 53 — do hereby substitute and appoint J. Mora Moss of the said City and County of San Francisco, to do perform and execute, every act or thing which I might or could do in by and under the same so far as it relates to any and all lands tenements and real estate situate lying and being in the said County of Alameda, and otherwise as well for me, as being the true and lawful Attorney and substitute of the said Andres Rico. Hereby ratifying and confirming all that the said Attorney and substitute hereby made and appointed shall do in the premises, by virtue hereof, and of the said Letter of Attorney.

Power of Atty J. P. Brodie to J. Mora Moss

In witness whereof I have hereunto set my hand and seal this twenty-sixth day of January in the year one thousand eight hundred and fifty one.

Signed, sealed and delivered in presence of F. J. Thibault. } (Signed) John P. Brodie.

J. R. Mc David. ——— Quit-claim Deed ——— Dated, February 7, 1861.

Description. — Commencing at W. Ryans N. E. corner. the S. W. corner of J. R. McDavid's house bears from this point N. 32° 10' W. distant 12.02 chains, and the S. W. corner of said McDavids pasture fence bears N. 89¼° E. distant $\frac{65}{100}$ chains; thence following W. Ryans N. easterly lines N. 57° 45' W. 32.60 chains to J. Thiefalls S. W. corner, thence following said Thiefalls S. easterly line N. 32° 10' E. 23.40 chains to J. Thiefalls S. E. corner; thence S. 57° 35' E. 46.50 chains to J. J. Walkers N. W. corner. thence S. 21½° E. 48.72 chains, S. 17½° W. 36.28 chains, N. 73° W. 36.77 chains, N. 43° 35 W. 27.76 chains, N. 32° E. 42.87 chains to place of beginning, containing 403 $\frac{22}{100}$ acres, be the same more or less. As per Survey No. 358, made by E. H. Dyer of Alameda County, dated, January 15, 1861.

403 $\frac{22}{100}$ acres

Executed by same parties as last.

Consideration $1,100

Note due 1st April, 1861, Int. from Jan. 1/61. 1% per mo.	$366.67		
" " 1 April, 1862, " " "	366.67		
" " 1 April, 1863, " " "	366.66	$1100	

Isaac Dorrance ——— Quit-claim Deed ——— Dated, February 7, 1861.

Description — Commencing at O. Wilsons N. E. corner, thence N. 4¼° W. 51.62 chains to a stake; thence N. 32° 25' E. 27.66 chains to W. Ryan's S. W. corner; thence following said Ryans southerly line S. 56° 55' E. 33.26 chains to J. R. McDavids line; thence following said McDavid's line S. 32° W. 1.42 chains, S. 43.35 E. 27.76 chains to A. J. McDavids and Bradshaw's line, thence following the N. westerly line of said McDavid and Bradshaw S. 49¾° W. 35.09 chains to place of beginning, containing 184 $\frac{99}{100}$ acres, be the same more or less. as per Survey made by E. H. Dyer of Alameda County, dated January 15, 1861.

184 $\frac{99}{100}$ acres

Executed by same parties as last.

Consideration. $552.

Note due April 1, 1861. Int. 1% per mo. from Jan. 1, 1861	$184.		
" " " 1, 1862, " 1% " " "	184.		
" " " 1, 1863, " 1% " " "	184.	$552.	

Andrew & W. David } — Quit-claim Deed — dated, February 7, 1861.
and John Bradshaw }

Description — Commencing at O. Wilson's N.E. corner, Thence N. 49¾° E. 35.09 chains; thence S. 73° E. 36.17 chains, S. 59¾° E. 20.97 chains; thence S. 32¾° W. 19.43 chains; thence S. 50° E. 11.86 chains; thence S. 25° 55' W. 48.05 chains to Torrey's N.W. corner; thence S. 60° E. following said Torrey's line 30.19 chains, S. 46° 25' E. 33.37 chains; thence South 12.10 chains to a mound 21.56 chains to salt marsh; thence S. 60¾° W. 23.05 chains; thence West 12.00 chains; thence North 20.00 chains; thence West 8.00 chains; thence N. 63° 10' W. 22.32 chains, North 9.91 chains, West 13.46 chains to Inners line; thence following Inner's line N. 28¾° E. 48.65 chains to a mound; thence N. 69° 55' W. 72.51 chains to O. Wilson's S.E. corner; thence following O. Wilson's easterly line N. 23° 35' E. 29.98 chains to place of beginning, containing 549 $\frac{88}{100}$ acres, be the same more or less — as per Survey No. 360, made by E. H. Dyer of Alameda County, dated January 16, 1861. —

549 $\frac{88}{100}$ Acres

Executed by same parties as last.

Consideration $900.

note due April 1, 1861,	Int. 1% per mo.	from Jany 1, 1861			$300.	
" " " 1, 1862,	" 1%	"	"	"	300.	
" " " 1, 1863,	" 1%	"	"	"	300.	$900.

(L. E.) O. L. Osgood. — Quit-claim Deed — dated, February 13, 1861.

Description — Commencing at R. Threlfall's N.E. corner, Thence S. 58° 35 E. 36.84 chains to Ryan's line; thence along said line S. 32° 55' W. 27.30 chains to Babb's N.E. corner; thence along Babb's north easterly line N. 57¼° W. 37.18 chains; thence N. 33½° E. 26.45 chains to place of beginning, containing 99 $\frac{44}{100}$ acres, be the same more or less — (as per Survey No. 374, made by E. H. Dyer of Alameda County, dated February 6, 1861.)

99 $\frac{44}{100}$ Acres.

Executed by same parties as last.

Consideration. $375.

note due April 1, 1861,	Int. 1% per mo.	from Jany 1, 1861			$125.	
" " " 1, 1862,	" 1%	"	"		125.	
" " " 1, 1863,	" 1%	"	"		125.	$375

N. L. Babb. ——— Quit-claim Deed ——— Dated, February 13, 1861.

Description - Commencing at E. L. Osgoods S. W. corner, Thence along said Osgoods south westerly line S. 57¼ E. 37.18 chains to Ryans line; thence S. 32° 55' W. 12.73 chains to Ryans S. W. corner; Thence S. 32° 45' W. 14.51 chains to a stake; Thence N. 56° W. 37.53 chains to a stake; Thence N. 33½° E. 26.55 chains to place of beginning, containing 100 43/100 acres, be the same more or less - as per Survey No. 375, made by L. H. Dyer of Alameda County, dated, February 6, 1861.)

100 43/100 acres.

Executed by same parties as last.

Consideration. ——— $375.

Note due April 1, 1861 -	Int. 1% per mo	fr. Jany 1/61	$125-		
" " " 1, 1862	" 1%	"	" "	125.	
" " " 1, 1863	" 1%	"	" "	125.	$375.

J. C. Palmer ——— Quit-claim Deed ——— Dated February 18, 1861.

28 67/100 acres - Executed by Anders Price, only -

Discription - Commencing at a post at the N. E. corner of land of Richans from which the west gable of the Mission Church bears S. 65¼° E. and the north gable of Richans house bears S. 24° W.; thence along the line of fence S. 81° 70' E. 27.56 chains to the middle of ditch; thence along the projected line of said ditch S. 46° 38' W. 26.30 chains to a post marked C. W. in a fence; thence N. 21° W. 23.77 chains to the place of beginning, containing 28 67/100 acres, be the same more or less. As per Survey made by Ja. S. Stratton on the 8th of February 1861.

Executed by Anders Price by his Attorney in fact J. Mera Moss.

Consideration, ——— Cash, ——— $50.

George Palmer, ——— Quit-claim Deed, ——— Dated, February 19 1861.

Description — Commencing at the S.W. corner of a tract of land occupied by Hagan, thence S. 87½° W. 26.72 chains; thence S. 81¼° W. 12.60 chains; thence S. 7¾° E. 26.55 chains; thence S. 23° W. 6.36 chains; S 71¼° W. 19.29 chains; thence S. 89° E. 48.88 chains; thence N. 9¾° E. 42.79 chains to place of beginning, containing 142 6/100 acres, be the same more or less, as per Survey No. 357 made by E.H. Dyer of Alameda County, dated February 2, 1861 —

142 6/100 acres.

Also the following described land for the absence of any Survey, Commencing bounded on Westerly by Lands of J. F. Welch, Northerly by James', Easterly by County Road, Southerly by Lands of the Mission Tract and the Zenie House claim — containing 160 acres, be the same more or less — said land is now occupied by Hagan.

160 acres

Consideration — Cash ——— $1.000

Executed by Andres Rice by Mora Moss, D.B. Bayerque by Mora Moss, Virginia P. Strode by Mora Moss, William Smith by Austin E. Smith, John Thompson by Chas. W. Cook & J. Mora Moss.

M. H. Ryan ——— Quit-claim Deed. ——— Dated, March 4, 1861.

Description ——— Commencing at M. Ryan's N.E. corner — the S.W. corner of J. R. McDavid's house bears from this point N. 32° 10' W. distant 12.02 chains, and the S.W. corner of J. R. McDavid's pasture fence bears N. 89¼° E. distant 6.5/100 chains; thence following said McDavid's S. 32° W. 41.45 chains to J. Dorrance's corner; thence following said Dorrance's Northerly line N. 56° 55' W. 33.26 chains to a stake and stone; thence N. 32° 55 E. 41.07 chains to J. Threlfall's and J. R. McDavid's common corner; thence along said McDavid's Westerly line S. 57¾° E. 32.60 chains to place of beginning, containing 135 21/100 acres, be the same more or less, — as per Survey No. 361, made by E.H. Dyer of Alameda County, dated January 16, 1861. —

135 21/100 acres.

Executed by same parties as last.

Consideration ——— Cash ——— $ 400.

72.

James A. Folger — Quit claim Deed — Dated March 5th 1861.

Description — Commencing at a point on westerly line of road leading from Mowry's Landing to Centreville and San José Road - a post marked X standing at an angle of S. Morgan's fence bears from this point S. 17° 35' E. distant 1 12/100 chains; thence N. 56° 5' W. 38.25 chains; thence N. 31° 55' E. 40.28 chains; thence S. 57¼ E. 39.61 chains to Proctor's N. E. corner; thence along westerly line of road aforesaid S. 33° 5' W. 41.00 chains to place of beginning, containing 158 32/100 Acres, be the same more or less, - as per Survey No. 380, made by E. H. Dyer of Alameda County, dated Feby 22, 1861.

158 32/100 Acres.

Executed by same parties as last.

Consideration — Cash — $300

Note payable Jany 1, 1862 - bearing Int. from Jany 1, 1861 at 1% per mo. 300

" " " 1, 1863 " " " " " " 300 $900

Deed delivered to D. C. Palmer March 25/61.

Cynthia R. Marston — Quit claim Deed — Dated March 7, 1861.

Description - Commencing at a point on the westerly line of the County Road leading from Centreville to San José - the steeple of the Brick Church bears from this point N. 45° 55' W. and the N. E. corner of the Parsonage bears S. 48° 15' W.; thence following westerly line of road aforesaid S. 57° E. 3.74 chains to a fence on D. S. Marston's southerly line; thence following said fence S. 34° W. 13.65 chains to a stake; thence N. 33° E. 13.82 chains to place of beginning, containing 4 80/100 Acres, be the same more or less - as per Survey No. 354, made by E. H. Dyer of Alameda County, dated December 12, 1860.

4 80/100 Acres.

Executed by same parties as last.

Consideration — Cash — + $.00.

1 Included Deed

Albert E. Field. —— Quit-claim deed. —— Dated March 17, 1861.

Description. — Commencing at the point at which J.R. McDavid's easterly line intersects the northerly line of McDavid and Bradshaw's land; thence N. 17½° E. 36.28 chains to D.J. Walker's westerly line; thence following said line S. 31½° E. 33.28 chains, N. 81¼° E. 30.11 chains to N.W. corner of Fox House claim; thence following westerly line of said claim, S. 7¾° E. 26.55 chains, S. 23° W. 6.36 chains, S. 71¼° W. 19.29 chains, S. 89° E. 48.88 chains to a wire fence; thence following line of said fence S. 9¾ W. 48.40 chains to Torrey's N.E. corner; thence following Torrey's line N. 66¼° W. 6.35 chains, N. 61½° W. 47.11 chains, N. 15¼° E. 5.84 chains, N. 39° 35' W. 14.47 chains S. 29° W. 19.84 chains, N. 65° W. 4.83 chains, N. 26° E. 21.10 chains, N. 50 W. 11.18 chains N. 32¾° E. 19.43 chains, N. 59¾° W. 20.97 chains to place of beginning, containing 401 $\frac{68}{100}$ acres, be the same more or less — as per survey No. 383, made by E.H. Dyer, of Alameda County, dated March 8, 1861.

The above described, is all salt and alkali land —

Executed by same parties as last.

Acres. 401 $\frac{68}{100}$

Consideration —— Cash —— $500. ✓

Marcus Torrey. —— Quit-claim Deed. —— Dated, March 13, 1861.

Description — Commencing at W. Jones' S.W. corner, thence S. 61½° E. 47.11 chains, S. 66¼° E. 6.35 chains to a post in a wire fence marked X; thence following said fence S. 15° W. 18.25 chains to a round post at angle of said fence; thence N. 79¾° W. 19.98 chains, S. 0¼° E. 13.88 chains, S. 86½° W. 15.05 chains to McDavid's and Bradshaw's N. easterly line; thence following said line N. 46° 25' W. 13.72 chains, N. 60° W. 13.11 chains, N. 25° 55' W. 26.77 chains; thence leaving said line and running S. 65° E. 4.83 chains, N. 29° E. 19.84 chains, S. 39° 35' E. 14.47 chains, S. 15¼° W. 5.84 chains to place of beginning, containing 273 $\frac{72}{100}$ acres, be the same more or less — as per survey No. , made by E.H. Dyer of Alameda County, dated March 6, 1861. —

Executed by same parties as last

273 $\frac{72}{100}$ acres.

Deed delivered to D.C. Palmer March 22/61.

Amt of Consideration? $400?

Consideration. Cash $350.

Note due Jan 1/62 Int 1% per mo from Jan 1/62 248.67

" " 1/63 " 1% " " 248.67

" " on Grant of U.S. Patent 150

1047.34

Know all men by these presents That We J. L. Alfred Pioche and J. Barthelemy Bayerque at present of the City and County of San Francisco and State of California, comprising the firm of Pioche and Bayerque have made, constituted, ordained, authorized and appointed and in our place and stead put and by these presents do make, constitute, ordain, authorize and appoint and in our place and stead put

Joseph Moss Moss

of the City and County of San Francisco and State of California to be our and each of our true and lawful Attorney in fact, general and special, giving and granting by these presents unto our said Attorney full power and ample authority for us and each of us, and in our and each of our names and behalf and to our uses to conduct, transact and manage all and singular our and each of our business, concerns or affairs in which we are jointly or individually interested or as copartners with others in the State of California of whatsoever name, nature or kind, without any exception or reservation: To open all letters of correspondence addressed to us or either of us or to any House of which we or either of us are members and to answer the same: To make and indorse Promissary Notes, bonds and other obligations in our and each of our names; and also to draw, endorse and accept Bills of Exchange, drafts and Letters of Credit in our or each of our names, or in the name of any Commercial, Mercantile or Banking House of which we or either of us are, or may hereafter become a member or members: To make, draw and sign checks, and draw money or funds out of the hands of any Private Banking House or public or private depository of money with whom the same may have been or hereafter may be deposited in our or each of our names or for us, our, or either of our accounts - To sell, transfer and assign under seal or otherwise any or all shares of the Capital Stock of any private or corporate body, company or companies, chartered or unchartered in the State

of California owned by us, or either of us or in which we ~~or~~ either of us may be interested, and to receive, recover, demand and receipt for all dividends that are now due, or which may hereafter become due and be declared thereon; to attend any and all regular and special meetings of the Stockholders of any such private or corporate body Company or Companies, chartered or unchartered, in the State of California wherein we or either of us now are or may at any time hereafter become interested; and in our and each of our names, and on our and each of our behalf to vote on all questions, cases, and on all matters that shall or may be submitted, arise or be presented or come before said Company or Companies or Bodies corporate or incorporate; And also for us and each of us, and in our and each of our names, and for our and each of our use, benefit and account to borrow money from any person or persons, company or Companies, corporation or corporations upon our and each of our promissory notes, bonds or obligations, or upon the promissory note, bond or obligation of any other person or persons, company or corporation which shall or may come into the hands or possessions or under the control of our said Attorney: to receive and enter at the Custom House in the District of San Francisco, or elsewhere in the State of California any goods, wares and merchandize imported by us or either of us, or which may hereafter arrive consigned to us, or either of us, or to any Commercial House of which we or either of us are or may become members; and to sign our and each of our names, and to seal, execute and deliver for us and each of us, and as our and each of our acts and deeds, any and all bonds or other acts which may be required by the Revenue Department or by the Collector of this District or elsewhere in the State of California for securing the duties on any such goods, wares or mer-

-chandize; also to sign our and each of our names, and to seal and deliver for us and each of us and as our and each of our acts and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares or merchandize when exported; and generally to transact any and all business at said Custom House in which we or either of us are or may hereafter be interested or concerned: To receive and attend to all shipments or consignments of goods, wares, produce or merchandize that shall or may be made to us, or to either of us, either for our and each of our accounts or that of others, and to follow the instructions of the owners shippers or others interested therein relative thereto: To receive and acknowledge protest of any or all Bills, drafts or promissory notes to which we or either of us may be a party: To purchase for us or either of us and in our or each of our names, and on our and each of our accounts, and the same to sell again, all such goods, wares, merchandize, bonds, bills, notes, State, City or County securities, specialities or other instruments in writing whatsoever which our said Attorney may deem best and most for our and each of our interest, benefit and profit; To loan money for interest upon goods, wares, merchandize, produce or personal securities as well upon real estate improved or otherwise, and generally upon all such other securities as our said Attorney may deem best: To buy and procure as well as to sell and dispose of for others, goods, wares, merchandize and other personal effects, as also real estate and chattels real for and upon a remuneration, commission or per centage, and generally to conduct, carry on and manage a mercantile and commission business: To effect and procure insurance upon any property belonging to us, or to either of us, or standing in our names

in the State of California with any Insurance Company or branch or agency for any insurance Company in the State of California, on such terms, conditions, and to such amounts as to our said Attorney shall seem meet and proper: and we and each of us do hereby empower our said Attorney to sign any application for said insurance, and any representation of the conditions and value of said property, and any articles of agreement, promissory or premium notes, and all other papers that may be necessary for that purpose, and to cancel and surrender any policy that my said Attorney may obtain and on such cancelling or at the expiration thereof to receive any dividend, return premium or deposit that may be due, and on such receipt full discharge to give therefor; and in the event of a partial or total loss of any premises so insured, by fire belonging to us or either of us, we and each of us do authorize our said Attorney to take all proper steps in our and each of our names for the recovery of all damages that we or either of us may sustain by reason of any such fire or otherwise; to exercise a general control and supervision over all lands, tenements and hereditaments belonging to us or either of us, or in which we or either of us are interested in the State of California; to prevent, forbid and hinder by all lawful ways and means whatsoever the commission of any trespass or waste upon the same or any part thereof: and at our and each of our cost and charges to sue for, collect, recover and receive and compound for any damages which may accrue by means of the commission of any trespass or waste upon the said lands, tenements and hereditaments or any part thereof by any person or persons whomsoever: to let, demise and lease the whole or any part of any lands, tenements

and hereditaments which we or either of us may at any time hereafter possess, own or have in the State of California at such rent and for such term or terms and to such tenant or tenants as to our said Attorney shall seem fit and proper, and for that purpose to make, execute and acknowledge, and deliver all necessary leases, agreements, covenants and other instruments under seal or otherwise; and to collect and receive all such rents and arrears of rent as now are or may or shall at any time hereafter grow due or owing to us or either of us from any person or persons whomsoever as tenants or occupiers of any lands, tenements or hereditaments belonging to or claimed by us or either of us in the State of California, and upon receipt thereof to grant sufficient receipts and discharges for the same: and to do all and whatsoever shall be requisite and necessary to compel the lessees and occupiers thereof to the full performance and execution of their several contracts of lease and to obtain from them indemnity for the non-performance and fulfilment of the same, or to cancel and annul all such contracts of lease. Also to mortgage, hypothecate, grant, bargain, sell, release, remise, quit-claim and convey all or any part of our and each of our real and personal estate, situate, lying and being in the State of California for such price and prices and for such considerations, and to such person or persons, company or companies, or corporations and upon such terms and conditions as to our said Attorney shall seem most to our and each of our advantage, benefit and profit; and on such sale or sales proper deed or deeds of conveyance with such covenant or covenants general or special of warranty, quit-claim or otherwise as to our said Attorney shall seem expedient, in due form of law as our and each of our deed or deeds to make, execute,

acknowledge and deliver, and for us and each of us, and in our and each of our names, to accept and receive all and every sum and sums of money or consideration arising out of or from said sale or sales and upon the receipt thereof sufficient acquittances and discharges in our and each of names and stead to make, seal, acknowledge and deliver. To purchase and buy or lease and hire in our and each of our names any real estate improved or otherwise, or any personal property and to give any bond or obligation, or promissory note necessary or requisite for the purchase or lease of the same. Also in our and each of our names and to our and each of our use to ask, demand, attach, seize, sue for, collect, recover and receive by all lawful ways and means, all and singular, all such sums of money debts, rents, dues, demands, accounts, property and effects whatsoever from all and every person or persons whomsoever joint or corporate bodies or companies which now are or may at any time hereafter be in the custody, possession or control of our said Attorney dues, owing, coming or belonging to us or either of us whether by bond, bill, note, book debt, account, consignment, grant, covenant, deed, assignment, bequest, or upon account of any trading or dealing or upon any other reason and means whatsoever and to that end with whom it may concern to call to account, adjust and settle all accounts and upon recovery and receipt in the premises to make and give good and sufficient discharges and acquittances and to execute and acknowledge under seal or otherwise satisfaction and discharge of any and all mortgages and other securities made and executed to us or either of us, or in which we or either of us may be interested at any time hereafter in the State of California: and also to institute and pursue to final judgment and execution any process or processes, suit or suits necessary

for the recovery of the said sums, goods, chattels and effects or any of them, and in every such suit or process to represent us and each of us in any court or courts of law or equity, and there to plead for us and each of us whether as plaintiff or defendant, and generally to do and perform all and every other act, matter and thing touching or concerning our and each of our affairs, business and concerns, as fully, amply and effectually and to all intents and purposes, and with the same validity as if all and every such act, matter and thing were or had been herein more particularly stated, expressed or specially provided for, or which we or either of us might or could do, if personally present, with full power and authority to us of substitution and revocation, hereby promising and binding ourselves, our and each of our heirs, and assigns to ratify, confirm and hold valid all and whatsoever our said attorney shall or may lawfully do, or cause to be done in the premises by virtue of this instrument. And we and each of us do further declare that our or either of our deaths shall not operate as a revocation of any or all of the authorities herein delegated and vested, except with respect to any person or persons or companies who or which may deal with our said Attorney after such person or persons or companies shall have acquired knowledge of our deaths, or of the death of either of us, but that all such acts, deeds, transactions, matters and things which shall or may be done, performed and executed by our said Attorney under the authority of these presents in favor of, or in relation to any person or persons or companies not having acquired such knowledge as aforesaid, shall, notwithstanding our death or the death of either of us when such acts matters and things were done and executed,

be as valid and binding on us, and each of us, our
our and each of our heirs, executors, and administrators
as the same could or would have been if we and
each of us had been living when the same were
done, performed or executed, any rule at law
or in equity to the contrary notwithstanding -
and we and each of us do further declare that
our said Attorney shall attend to, perform and
execute only the current business of the Houses
of Roche and Bayerque in the event of the
event of the death of J. B. Bayerque one of the
parties hereto = and further in such events
that our said Attorney shall not undertake
any new business or engagements for us or
in our, or either of our behalf without
further authority and instructions from the
said J. L. A. Roche one of the parties hereto.
In Witness Whereof we have hereunto set our hands
and affixed our respective seals this Twenty Ninth
day of September in the year one thousand eight
hundred and fifty six
Signed, sealed and delivered
in presence of
(Signed) Geo. J. Knox

(Signed) Roche [Seal]

(Signed) J B Bayerque [Seal]

Frederick Worth — Quit-claim Deed — Dated, March 20, 1861.

Description. — Commencing at a red-wood post in wire fence marked X standing on A. B. Forbes easterly line being the point at which the division line between Larkin and Moore intersects the said fence; thence following Moore's westerly line S. 35° 10' E. 41.56 chains to line of road to Mowry's Landing; thence along northerly line of said road S. 31¾ W. 21.63 chains to a stake; S. 69¼° W. 8.72 chains to a post in A. B. Forbes' wire fence marked X; thence following said fence N. 22° W. 40.95 chains to a round post at angle of said fence; N. 32° E. 20.64 chains to place of beginning containing 98 78/100 acres, be the same more or less — As per survey No. 385, made by C. H. Dye of Alameda County, dated March 11, 1861. —

98 78/100 acres.

Executed by same parties as last —

Deed deliv.d to D. & C. Palmer Mch 22/61.

Consideration Cash. ✓ $650.

Silas Baker. — Quit-claim deed — Dated, Mch 20, 1861.

Description — Commencing at a post on Wilson's westerly line 3.36 chains distant from Wilson's S.W. corner thence N. 71° W. 15.20 chains; N. 18¾° E. along Mowry's line 29.68 chains to a stake; thence S. 71° E. 18.98 chains to a stake on Wilson's westerly line; thence following said line S. 17½° W. 29.31 chains to place of beginning, containing 49 98/100 acres, be the same more or less — as per Survey No. 389, made by C. H. Dye of Alameda County, dated March 23, 1861

49 98/100 acres

Executed by same parties as last —

Consideration $150

Note due April 1, 1861, bearing Int. from Jany 1/61 - at 1% per mo 50.

" " 1, 1862, " " " " 50.

" " 1, 1863, " " " " 50. $150

Hermann Eggers —— Quit-claim Deed —— Dated, March 19, 1861.

Description. —— Commencing at R. Blacow's S.W. corner, thence S. 33° 10' W. 12.92 chains to a stake; Thence S. 57° 10' E. 1.03 chains to a stake; Thence S. 32½° W. 26.74 chains; Thence S. 57¼° E. 20. chains to Proctor's line; thence N. 33° E. 39.67 chains to Blacow's southerly line; Thence following said line N. 57° 10' W. 21.22 chains to place of beginning, containing 82 10/100 acres, be the same more or less — as per Survey No. 360, made by E. W. Dyer of Alameda County, dated March 14, 1861

Executed by same parties as last.

82 10/100 Acres.

Consideration. $800.

Cash	400	
Note due April 1, 1862 — Int 1% per mo. from Jany 1, 1861 —	200	
" " " 1, 1863 " 1% " " " "	200	$800

S. Proctor. —— Quit-claim deed —— Dated, March 19, 1861.

Description. —— Commencing at H. Eggers S.E. corner, thence S. 57½° E. 19.77 chains to a red wood post, standing on the westerly line of road leading from Morry's landing to Centreville; thence following line of said road N. 33¼° E. 39.68 chains to a post in fence; Thence N. 57° 10' W. 19.81 chains to Eggers Easterly line; Thence following said line S. 33° W. 39.67 chains to place of beginning, containing 79 16/100 acres, be the same more or less — as per Survey No. 361, made by E. W. Dyer of Alameda County, dated March 14, 1861

Executed by same parties as last.

79 16/100 Acres

Consideration. $800

Cash	$ 50.	
Note due April 1, 1862 — Int. 1% per mo. from Jan 1/61	216.66	
" " " 1, 1863 — " 1% " " "	266.67	
" " " 1, 1864 — " 1% " " "	266.67	$800

Joseph S. Frost. — Quit-claim Deed. — Dated, March 22, 1861.

Description. — Commencing at O. Wilson's S.E. corner, S. 20¾° W. 8.00 chains; S. 25¼° E. 18.52 chains to a stake near a ditch; thence N. 39¼° E. 22.31 chains to a stake; thence N. 70° W. 20.12 chains to place of beginning, containing 26 25/100 acres, be the same more or less — as per Survey No. 388, made by E.H. Dyer of Alameda County, dated Mch. 13, 1861.

26 25/100 Acres.

Executed by same parties as last.

Consideration — Cash, — $60

Albert E. Field — Quit-claim Deed — Dated March 27, 1861.

Description — Commencing at Capt. Frost's N.E. corner, thence following Mr. David O. Bradshaw's southerly line S. 70° E. 52.39 chains; S. 32½° W. 30.00 chains; thence leaving said line and running N. 71½° W. 58.00 chains to a mound and stake; thence N. 39¼° E. 13.80 chains to J. Frost's S.E. corner; thence along said Frost's eastern line N. 39¼° E. 22.31 chains to place of beginning, containing 174 5/100 acres, be the same more or less — as per Survey No. 384, made by E.H. Dyer of Alameda County, dated March 28, 1861.

174 5/100 Acres.

Executed by same parties as last.

Consideration — Cash $200.

J. M. Moore. ——— Quit claim Deed ——— Dated, March 30, 1861.

Description ——— Commencing at a red-wood post standing on A. B. Forbes' eastly line being the point at which Larkins & Moore's division line intersects the said fence, thence following said fence N. 32 E. 66.28 chains; S. 56½° E. 20.40 chains to a stake; thence S. 34¼° W. 0.83 chains to a stake; thence along R. Threlfall's southerly line S. 59¼° E. 25.80 chains, S. 38° W. 13.00 chains; S. 3° E. 7.50 chains; S. 75° W. 35.86 chains; thence S. 23° 55' E. 8.50 chains, S. 10° W. 3.13 chains, thence S. 23¼° E. 2.12 chains; thence S. 17° 10' W. 30.54 chains; thence N. 35° 10' W. 46.15 chains to place of beginning, containing 287 20/100 acres, be the same more or less - as per Survey No 384, made by E. H. Dyer of Alameda County - dated March 4, 1861

287 20/100 acres

Executed by same parties as last.

Consideration ——— $1,086 25/100

Note due Sept. 1, 1862, bearing date at 1% per mo. from Jan. 1, 1861 - 362.75
" " " 1863, " 1% " " - 362.-
" " " 1864, " 1% " " - 362.- $1,086.75

O. F. Cannon. ——— Quit-claim Deed. ——— Dated, April 25, 1861

Description. — Commencing at E. Loveds S. W. corner on northerly line of County Road leading from Mayhews Landing to Centreville, thence following northerly line of said Road S. 33° 10' W. 27.03 chains to an angle in said road; thence following said line of road N. 84° 10' W. 20.59 chains to a point opposite line of a wire fence; thence N. 23° W. 22.69 chains to southerly line of a tract of land known as the N. York Rancho, thence following line of said Rancho N. 45° E. 24.21 chains to a stake on said line; thence S. 57° E. 32.40 chains to point of beginning, containing 109 8/100 acres, be the same more or less - as per Survey No. 362, made by E. H. Dyer of Alameda County, dated January 16, 1861.

109 8/100 acres

Executed by same parties as last.

Consideration ——— Cash $100
Note due Jan. 1, 1862, Int. from Jan. 1, 1861. 1% per mo 300
" " " 1863, " " " " 300
" " on Granting of U.S. Patent 350 $1.050.

Deed delivered Jan. 1, 1862

			Total		Amt paid		Amt due	
			17,543	09	10,978	09	6,565	-
Andres Pico or whom it may concern	1/2	47 1/8	8,771	55	5,489	05	3,282	50
E. L. Beard	19/100	19	3,333	19	2,085	84	1,247	35
John Thompson	1/2 of 31/100	,155	2719	18	1,701	60	1,017	58
Virginia P. Stroda	4/9 " 31/100	,13 7/9	2417	04	1,512	54	904	50
Wm. Smith (1/9 of V.P.S.)	1/18 " 31/100	,07 7/9	302	13	189	06	113	07
	Total	1,	17,543	09	10,978	09	6,565	-

Andres Pico & Juan B. Alvarado
convey to Bassum and agrees
to convey to Weller & Jones — 1/5
— 1/5
— 2/5

Bassum, Weller & Jones convey this 2/5 to Beard
& Horner in proportion of 2/3 to Horner — 4/10
Alvarado sells Beard & Horner 3/10 in
prop.n of 2/3 to Horner — 3/10
— 7/10

7/10 = 70/100 — 2/3 of which belongs to
Horner or 46 2/3 / 100 to Horner
(23 1/3) 23 1/2 to Beard
70/100

Judgment & Sheriff to Stroda } 23 1/3 / 100

Judgment & Sheriff to Thompson } (23 1/3) 23 1/2 / 100

Wm. Smith owns 1/9 of 23 1/3 / 100.

Copied from Memo. in hands of Theodore E. Smith.

Amt. to be divided $4,788.95

Andres Pico	42%	2,011.36
Whom it may concern	8	383.11
C.C. Beach	19	909.91
John Thompson	.155	742.29
Virginia P. Stone	.13 7/9	659.81
Wm Smith	.17 2/9	82.47 $4,788.95
	100	

1/9 of 23 1/3 of 100. By A.C. Smith $134.15 Dwg Ally

in southerly direction following said
to its intersection with the road leading from
San Jose to Stockton, thence in a westerly
direction following said road to place of
beginning;- excepting that certain piece of land
conveyed by the said party of the first part to
one Joshua Wahab, containing Six hundred and
Sixty acres more or less; also another certain
piece of land now in possession of one
Horatio Mason, containing one hundred and
forty acres more or less.

Executed by Edward Field, by his Atty in fact Edward Bosque.
Consideration _____ $1.00

Recorded in Alameda County Oct. 3, 1860 - Lib. 599 & 600

F. Pico - to A. Pico - 5/10 of Mission tract
A. Pico - to - W. R. Barham - 2/10 -

A. Pico - to Neller & Jones - 2/10 } If this contract amounts to a conveyance then there remains in A Pico only 1/10 -

Corrig.	1	17,543	09	10,978	09	0,505	-

(25)

Andres Pico & Juan B. Alvarado
convey to Bassett and agrees
to convey to Weller & Jones

1/5
1/5
2/5

Bassett, Weller & Jones convey this 2/5 to Beard
& Horner in proportion of 2/3 to Horner.
Alvarado sells Beard & Horner 3/10 in
prop.n of 2/3 to Horner

4/10
3/10
7/10

7/10 = 70/100 Horner or

2/3 of which belongs to
46 2/3 to Horner
100
(23 1/3) 23 1/2 to Beard
70/100

Indemnity to Lands of Andrés E. Smith.

Indemnified in lands of Andrés E. Smith.

Assessed in Gregson
Horner
Baker
Ellis

40000
8000
3594 5/8
3.640 7/8

21.92
164.

J. L. A. Pioche. —— Quit-claim Deed —— Dated, May 10, 1860.

Description.— Commencing at a point on the road leading from San José to Oakland where said road is intersected by the Stockton Pass Road, leading from San José to Stockton, and running thence in a northerly direction along the first mentioned road to its intersection with the Alameda Creek; thence in an easterly direction of said creek to the Westerly line of the Grant of Antonio Suñol, thence in southerly direction following said Suñols line to its intersection with the road leading from San José to Stockton, thence in a westerly direction following said road to place of beginning;- excepting that certain piece of land conveyed by the said party of the first part to one Joshua Wahab, containing Six hundred and Sixty acres more or less; also another certain piece of land now in possession of one Horatio Mason, containing one hundred and forty acres more or less.

Executed by Edward Field, by his Atty in fact Edward Bogue.

Consideration —— $1.00

Recorded in Alameda County Oct. 3, 1860 - Lib. 599 & 600

Andrés Pico, A. B. Rasperger, Virginia P. Stroda, Wm. Smith and John Thompson

In account with

J. Mora Moss for sale of San José Mission lands.

1861.								
June	8	To Balance due among partners as of Sales of Lands of the Mission of San José rec'd. this date					4788	95
		To Amt. rec'd. on acct with Interest on notes						
			amt. of Note	Interest				
		From R. Throckmorton	733.33	106.32	839	65		
		G. W. Jones	110.50	In full payment	110	50		
		Josiah S. John	440.60	39.40	480	.		
		David T. Walker	496.66	61.99	558	65		
		Eric Wilson	404.03	50.22	454	25		
		J. R. McDavid	366.67	54.33	421	.		
		Isaac Dorrance	184.	20.85	204	85		
		A. J. McDavid & John Bradshaw	300.	44.50	344	50		
		L. C. Osgood	125.	11.25	136	25		
		N. L. Babb	125.	11.25	136	25		
		Silas Baker	100.	14.-	114	.		
		Hermann Eggers	200.	29.75	229	75		
		J. Proctor	195.	In full payment	195	.		
		S. Marston	333.34	42.16	375	50		
		C. F. Cannon	100.	-	100	.		
		do	300.	40.50	340	50		
			$4514.13	$526.72			5040	85
							9829	80
1861.		Commission on Collection of $5040.85 @ 5%			252	04		
July	1	Recording Mtge C. F. Cannon			4	30		
Nov	16	" " J. A. Folger			2	30		
Dec	8	" " S. S. Marston			4	50	263	14
		Bal. due John Thompson of this amount					$9566	66
1862		4/9 of 23 1/3 Joa			999	19		
Dec.	14	Less paid Cash on acct			100	.	$899	19

E. O. C.

San Francisco
August 1862.

		Amt. forward	8,626 08		
Mch	5	Note Jr. James Golzer due April 1/62 - Int. 1% p. mo. fr. Jany 1/61.	300 .		
	"	do " " 1/63 " " " "	300 .		
	20	" " Silas Baker " Apl. 1/62 " " " "	50 .		
	"	do " " 1/63 " " " "	50 .		
	19	" " Hermann Eggers " April 1/62 " " " "	200 .		
	"	do " " 1/63 " " " "	200 .		
	"	" " J. Ralston " 1/62 " " " "	216 66		
	"	do " 1/63 " " " " 160 on a/c	266 67		
	"	do " 1/64 " " " "	266 67		
April	20	" " L. W. Moore Sept. 1/62 " " " "	362 75		
		do " 1/63 " " " "	362 .		
		do " 1/64 " " " "	362 .	11,562	83
		And Amt due from L. C. Palmer for Sundry Deeds del. to him		150	.
				$11,712	83

The following Deeds & Mortgages have been executed but not deld.

1860. Dec	7	*J. J. Marston - Ferm Cash	1,538 34		
		Note due Jany 1/62 - Int. 1% p. mo.	333 33		
		" " " 1/63 - " " "	333 33	2,205	.
1861 Mch	7	Cynthia H. Marston Cash		60	.
April	25	C. D. Cannon Cash	100 .		
		Note due Jany 1/62 - Int. 1% p. mo. fr. Jany 1/61	300 .		
		" " 1/63 " " " "	300 .		
		" " On Grantry of N. S. Patent	300 .	$1,000	.
				$3,315	.

E. & O. E.

San Francisco
June 8, 1861.

The above is an exact copy of account rendered this date, to those interested -

* This Deed has since been del. to Mr. Marston - Amt paid in Cash was $333 34 with Interest, instead of $1,538.34 - The deduction was made as per agreement for services rend., and shall Mr. M's receipt for the difference

			Amt. forward		4,401	05	2,423	90
		By Cash received	fm.	W. H. Ripley	400	.		
		" do	"	" Dr. Dolge	300	.		
		" do	"	" A. E. Field	500	.		
		" do	"	" W. Torrey, per J. C. Parker	200	.		
		" do	"	" Jno. Work	650	.		
		" do	"	" T. Baker	51	60		
		" do	"	" Hermann Lyons	400	.		
		" do	"	" J. Proctor	50	.		
		" do	"	" Mrs. L. J. Frost	60	.		
		" do	"	" A. E. Field	200	.	7,212	65
		To be divided according to pro rata interest to each party —					$4,788	90
1860.		I hold in addition the following notes						
Oct	16	fm. R. Threlfall due Jany 1/62 - Int. 1% pr mo.			733	33	✓	
	"	" do " 1/63			733	33	✓	
	"	" do " on Granting of Patent by U. S. Govt			1,100	.		
Nov.	24	" A. E. Field " do do do			172	.		
Dec.	5	" H. W. Jones, Jany 1/62 Int. 1% pr mo.			186	66	✓	
	"	" do " " 1/63 " "			186	67	✓	
	"	" do " on Granting of U. S. Patent			280	.		
	7	" Josiah B. Tolin, Jany 1/62 Int. 1% pr mo.			440	60	✓	
	"	" do " 1/63 " " "			440	60	✓	
	21	" David T. Walker Jany 1/62 " " "			496	66	✓	
	"	" do " 1/63 " " "			773	34	✓	
	"	" do on Granting of U. S. Patent			410	.		
	21	" Orin Nelson due Jany 1/62 - Int. 1% pr mo			404	03	✓	
	"	" do " " 1/63 " " "			227	01		
	"	" do " on Granting of U. S. Patent			340	52		
1861 Feby	5	" S. B. W. David " April 1/62 Int. 1% pr mo. fm Jany 1/61.			366	67	✓	
	"	" do " " 1/63 " " " "			366	66	✓	
	7	" D. Dorrance " Apl. 1/62 " " " "			184	.	✓	
	"	" do " " 1/63 " " " "			184	.	✓	
Mch	7	" A. J. W. David & John Bradshaw " April 1/62 " " " "			300	.	✓	
	"	" do " " 1/63 " " " "			300	.	✓	
Mch	13	" L. C. Osgood " April 1/62 " " " "			125	.	✓	
	"	" do " " 1/63 " " " "			125	.	✓	
Feby	13	" N. L. Babb " April 1/62 " " " "			125	.	✓	
	"	" do " " 1/63 " " " "			125	.	✓	
			Amt forward		8,626	08		

Written to S. on Hand for 15 Acres

1861.		Amt. forward (p. 2.)	10.346.31		1124	35
Feb	7	To Commission on Sales of				
		549 88/100 acres to { A. J. McDavid + John Bradshaw }	$900.-			
	13	99 44/100 " " L. C. Osgood	375.			
	"	100. 43 " " H. L. Babb	375.			
	19	142 67/100 " " Geo. Palmer	1.000.			
March	4	135 21/100 " " M. H. Ryan	400.			
	5	158 22/100 " " I. A. Folger	900.			
	12	401. 68/100 " " I. A. Field	500.			
	13	273. 2/100 " " M. Lowry	350.			
	20	98. 28/100 " " J. Worth	650.			
	"	49 95/100 " " Silas Baker	150.			
	19	82 10/100 " " Hermann Eggers	800.			
	"	79 16/100 " " J. Rector	800.			
	22	26 25/100 " " Jos. J. Frost	60.			
	27	174 5/100 " " R. E. Field	200.			
	30	287 20/100 " " J. M. Moore	1.086.25			
			$18,892.56 @ 5%		944	62
		To Cash paid J. P. Brodie Attorney Fees for Services &c.			354	73
		By Cash received from	R. Threlfall	733 33		
		" do " "	John L. Riser	280 .		
		" do " "	Albert E. Field	250 50		
		" do " "	Hiram M. Lowe	186 67		
		" do " "	Josiah B. Tolin	440 .		
		" do " "	Geo. Poppen	140 .		
		" do " "	David J. Walker	50 .		
		" do " "	Orin Wilson	50 .		
		" do " "	J. Beazell	34 95		
		" do " "	J. Salz	6 90		
		" do " "	Wm. Milton	31 65		
		" do " "	Ch. Milton	27 45		
		" do " "	I. A. Fogg	37 50		
		" do " "	I. R. McDavid	378 10		
		" do " "	Isaac Torrance	189 55		
		" do " "	{ A. J. McDavid + John Bradshaw }	308 60		
		" do " "	L. C. Osgood	127 95		
		" do " "	H. L. Babb	127 95		
		" do " "	Geo. Palmer	1.000 .		
		Amt. Forward		4.401 05	2423	70

Names.	1st Class. Acres. $15.		2d Class. Acres. $12.		3d Class. Acres. $9.		4th Class. Acres. $6.		Total.	
S. B. Marston,		160							$2,400.	160
Valpy,		40							600	40
G. Gould,		40							600	40
Cannon,			$600.	50	$450.	50			1,050.	100
W. Miller,			1200.	100	720.	80			1,920.	180
N. Jones,			480.	40	360.	40			840.	80
Riser,			480.	40	360.	40			840.	80
B. S. Marston,		160							2,400.	160
Capt. Trefry,		70							1,050.	70
S. Horner,		30							450.	30
John Wilson,		160							2,400.	160
Norris,		100							1,500.	100
J. B. Tolen,			600.	50	450.	50	600.	100	1,650.	200
R. Threlfall,			1200.	100	900.	100	1200.	200	3,300.	400
Denmark & Dropby,			960.	80	360.	40	240.	40	1,560.	160
John Procter,				80					960.	80
Eckhard,				80					960.	80
Larkins,	600.	40	720.	60					1,320.	100
Lynch,								160	960.	160
J. M. Moore,	600.	40			540.	60	600.	100	1,740.	200
Osgood & Babb,					1440.	160	240.	40	1,680.	200
O. Mowry,					720	80	480.	80	1,200.	160
S. Baker,					360.	40	720.	120	1,080.	160
Wilson,					720.	80	480	80.	1,200.	160
Tibbitts,								160	960.	160
D. Turner,					360.	40	720.	120	1,080.	160
Dorrence,			480.	40	360.	40	480.	80	1,320.	160
Ryan,			480.	40	360.	40	480.	80	1,320.	160
J. R. McDavid,			960.	80	1440.	160	960.	160	3,360.	400
J. T. Walker,			480.	40	1260.	140	840.	140	2,580.	320
J. T. James,			1200.	100	540.	60			1,740.	160
Hagan,			960.	80	360.	40	240.	40	1,560.	160
Sims' claim,			480.	40	360.	40	480.	80	1,320.	160
R. Denmark,						60			540	60
F. R. Miller,					360.	40	720.	120	1,080.	160
S. Beard,					360.	40	720.	120	1,080.	160
Torrey,					360.	40	810.	135	1,170.	175
A. J. McDavid,					540	60	2,040.	340	2,580.	400
Carried forward,		840		1,100		1,620		2,495		6,055

Names.	1st Class, Acres. $15.		2d Class. Acres. $12.		3d Class. Acres. $9.		4th Class, Acres. $6.		Total.	
Brought forward		840		1,100		1,620		2,495		6,055
Jones.					360.	40	720.	120	1,080.	160
J. Harley,					270.	30	180.	30	480.	60
C. Harris,					360.	40	240.	40	600.	80
J. Emerson,			600.	50	450.	50			1,050.	100
F. Rix,		160							2,400.	160
Town — Centreville,		60							900.	60
	15,900.	1,060	13,800.	1,150	16,020.	1,780	16,110.	2,685	$61,830.	6,675

Centreville, May 16, 1860

J. Mora Moss.
J. P. Brodie.

Gentlm

The above is our classification of your land on the Mission tract — after careful examination of it.

(signed,) William Threlfall,
(signed) W. A. Hawthorn.

In account with J. Mora Moss for sale of San Jose Mission Lands.

1861.		Amt forward	787	20		
Feb	1	To making out deed	10	.		
Mch	4	" do	10	.		
	5	" do & drawing Mortgage	15	.		
	"	" Pd Leander Ransom for drawing Survey on map	5	.		
	12	" Making out deed	10	.		
	13	" do	10	.		
	18	" Hpts chgs & recording Mortgages	8	.		
	20	" Making out Deed	10	.		
	"	" do & drawing Mortgage	15	.		
	19	" do & do (2) do	30	.		
	22	" do	10	.		
	27	" do	10	.		
	28	" Hpts chgs & recording Power of Atty	15	75		
	30	" Making out Deed & drawing Mortgage	15	.		
April	9	" Hpts chgs & recording Mortgage	8	60		
	"	" Cash pd F. I. Thibault, notary fees	68	.		
	12	" Hpts chgs & recording Mortgage	4	30		
	16	" C. H. Dyer for Survey	50	.		
	25	" Making out Deed & drawing Mortgage	15	.		
May	9	" Pd Leander Ransom for drawing lines on Survey	5	.		
	20	" Hpts chgs & recording Mortgage	4	50		
	28	" F. I. Thibault, notary fees	8	.	1.124	35
1862 Oct	16	To Commission on Sales of				
		400 acres to R. Threlfall $3,300.				
	"	80 " " John L. Riser 280.				
Nov.	24	43 " " Albert E. Fald 443.50				
Dec.	5	80 " " H. M. Jones 840.				
	9	194.44 " " Josiah B. Johns 1.371.80				
	14	12.29 " " Geo. Popper 140.				
	21	240.61 " " Jared S. Warren 1.720.				
	"	136.21 " " Orin Wilson 1.021.50				
1861. Jany	25	2.33 " " J. Brazell 34.95				
	"	.46 " " J. Baly 6.90				
	"	2.11 " " W. Milton 31.65				
	"	1.83 " " Chas. Milton 27.45				
	28	2.50 " " J. A. Impey 37.50				
Feby	7	403.22 " " J. R. M. David 1.100.				
	"	184.27 " " Isaac Dorrance 552.				
		Amt forward $10.346.31			1.124	35
		(To page 5.)				

1. Andrés Recd, J. B. Bayerques, Virginia P. Stoats, William Smith and John Thompson

1860.				
April	16	To Cash expenses to Centreville	20	25
	"	" do Carriage hire	30	.
May	18	" do pd Horsfall & Hastings for classifying lands	50	.
June	7	" do paid for Record Books	2	75
July	2	" do expenses - carriage hire	24	.
	"	" do do	33	50
Sept	9	" Marshall's expenses Rect. Mr. Davis	17	.
Oct	11	" Hall & Mr Allister - stamps & expenses for sale	208	70
	16	" making out deeds & drawing 2 Mortgages	30	.
	"	" Cash pd F. J. Thibault - Notary fees	13	.
	"	" Express chgs & recording 3 Mortgages	12	40
Nov.	24	" making out Deed & drawing Mortgage	15	.
	"	" Cash pd F. J. Thibault, Notary fees	6	.
	"	" Expenses & recording Mortgage	4	50
Dec.	5	" making out (2) Deeds & drawing (2) mortgages	30	.
	"	" Cash pd F. J. Thibault, Notary fees	6	.
	7	" making out Deed & drawing Mortgage	15	.
	"	" Cash pd F. J. Thibault - Notary fees	12	.
	"	" do pd Josiah B. Cobin for Survey	20	.
	"	" Exps chgs & recording Mortgage	4	30
	14	" making out Deed	10	.
	"	" Cash pd F. J. Thibault, Notary fees	6	.
	"	" Exps chgs & recording Mortgages	8	60
	21	" making out (2) Deeds & drawing (2) Mtgs	30	.
	24	" pd Leander Ransom for tracing of J. Cobb Lands	15	.
	29	" Exps chgs & recording Mortgages	4	30
1861.				
Jany	18	" do do	6	10
	21	" do do Power of Attorney	6	.
	24	" Cash pd Leander Ransom for tracing lines on Map of J. Cobb Lands	5	.
Feby	1	" Cash pd Exps chgs & recdg Power of Atty	2	30
	4	" do paid F. J. Thibault, Notary fees	12	.
	7	" pd Leander Ransom for tracing lines on map	1	.
	"	" making out (3) Deeds & drawing (3) Mortgages	45	.
	"	" do (2) " (2) "	30	.
	"	" Exps chgs & recording (5) Mortgages	21	50
	"	" Cash pd F. J. Thibault, Notary fees	30	.
		Amt. forward	987	20